



Office of the Deputy Mayor for Planning & Economic Development  
Government of the District of Columbia  
Office of Contracts  
2025 M. Street NW, Suite 600 Washington, DC 20036  
Phone: 202-724-8111

## INVITATION FOR BID

**SOLICITATION NO.: DCEB-DMPED-08-R-DEMO-91240-DTP**

**DATE OF ISSUANCE:** September 3, 2008

**PROPOSAL DUE DATE:** September 25, 2008 by 12:00 noon

**MARKET: FULL & OPEN**

**POINT OF CONTACT:** Jacqueline Harrison email [Jacqueline.Harrison@dc.gov](mailto:Jacqueline.Harrison@dc.gov)

**Subject: Demolition Diamond Teague Park- Demolition Existing Piers, Gangways and Docks**

**TO: All Offerors**

The District of Columbia Office of the Deputy Mayor for Planning and Economic Development (DMPED) is seeking a contractor to provide **Demolition Services for Diamond Teague Park Existing Piers, Gangways and Docks.**

Detailed information and instructions for proposal submission are described herein.

**All Offerors shall visit the Office of Deputy Mayor for Planning & Economic Development website at [www.dcbiz.dc.gov](http://www.dcbiz.dc.gov) and click "Procurement Opportunities" to download required compliance documents.**

**This RFP strongly encourages the participation of District of Columbia Certified Business Enterprises as certified under the authority of the District of Columbia Department of Small and Local Business Development (DSLBD) located at: [www.dslbd.dc.gov](http://www.dslbd.dc.gov)**

**SECTION B****SCHEDULE FOR CONSTRUCTION, ALTERATIONS, REPAIRS PRICE**

- B.1 The Office of the Deputy Mayor for Planning and Economic Development (DMPED), for the District of Columbia Government (District), is seeking a contractor to provide all labor, materials and equipment for: [Diamond Teague Park Demolition Services Existing Piers, Gangway and Docks](#).
- B.2 This Invitation for Bids is designated as an **OPEN MARKET PROCUREMENT WITH 35% SUBCONTRACTING SET-ASIDE** for certified small business enterprise (SBE) offerors only under the provisions of the "Small, Local, and Disadvantaged Business Enterprise Development and Assistance Act of 2005" (the Act), Title II, Subtitle N, of the "Fiscal Year 2006 Budget Support Act of 2005", as amended.
- B.3. Certified local, small or disadvantaged business enterprises including SBEs must be Certified in the procurement category of Building Construction (General Construction, etc.) in order to be eligible for subcontracting set-aside on this solicitation.
- B.4. The District contemplates award of a firm fixed-price contract.
- B.5. **The Contractor must bid a lump sum firm fixed price for the following Contract Line Item Numbers (CLIN) as described below.**

<b><u>CLIN</u></b>	<b><u>DESCRIPTION</u></b>	<b><u>LUMP SUM PRICE</u></b>
	<i>Demolition Services-for Diamond Teague Park</i>	
001	Demolition Existing Piers	\$ _____
002	Demolition of Gangways and Two Existing Pipes	\$ _____
003	Demolition of Docks	\$ _____
	<b>Lump Sum Price</b>	<b>\$ _____</b>

**LUMP SUM PRICE IN WORDS**


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**B.6. PRICE BREAKDOWN FORM**

The bidder must complete this breakdown of prices and submit it with its bid. In case of any discrepancy in the total bid price entered here, the lump sum price in Section-B.5 shall govern.

Breakdown into Divisions of lump sum price bid under CLIN 001, Section-B.5

DIVISION NO. *	DESCRIPTION	TOTAL PRICE BREAKDOWN
Div. 01	Demolition of Existing Piers	.....
Div. 02	Demolition of Gangways and Two (2) Existing Pipes	.....
Div. 03	Demolition of Docks	.....
<b>Lump Sum Bid Price</b>	Lump Sum Bid Price	.....

- DIVISION means a discrete component of the work for which a separate price is requested. The "Total Price Breakdown" is the sum total of all components, and must equal the Lump Sum Bid Price. If there is any discrepancy in the total bid price entered in this section then the lump sum in Paragraph E above shall govern.

**B.7** Bidders shall submit bids in accordance with the Price Schedule above and shall include the following as described below:

A) Company Capability & Profile Information

B) Key Personnel – Staffing chart showing experience and qualifications of the key personnel who will manage and staff the project, including, without limitation, the Contractor's proposed project supervisor, foremen and any other supervisory personnel. Staffing chart should demonstrate decision-making procedures and hierarchy. If any proposed Key Personnel are not current employees of the Contractor or a proposed subcontractor, the Contractor must submit a letter of commitment signed by the proposed Key Personnel indicating that they approve of the submission of their credentials, their proposed role, and that they intend to perform in the timeframes and in the role as proposed and required by the Contract.

C) Qualifications/References – Include technical qualification for a minimum of Three (3) completed projects similar in size and scope within the last ten years. Please provide a full description of the similar project, including location, owner, scope, dollar amount, and point of Contact information.

- D) Detailed Approach and Schedule of Performance –Provide a detailed approach to completing the project and schedule from mobilization to demobilization.
- E) Project Cost Breakdown – Provide a breakdown by trade of all project cost associated for the following:
- Daily rate for extended overhead
  - Overtime cost per disciplines
  - Daily rates for individual personnel (by discipline)
  - Equipment rates
  - Mobilization & Demobilization costs

## **SECTION C**

### **SCOPE/SPECIFICATIONS/DRAWINGS**

#### **Diamond Teague Park Demolition of Existing Piers, Gangways and Docks**

##### **1. Introduction**

The Office of the Deputy Mayor for Planning & Economic Development (DMPED) is soliciting bids from firms for Demolition of Existing Piers, Gangway and Docks at Diamond Teague Park located at First St SE and Potomac Ave SE Washington DC.

##### **2. Background**

DMPED has responsibility for the redevelopment of Diamond Teague Park (DTP). The Park consists of the construction of piers, docks, and gardens, both floating and landside to be used for public recreation and leisure. Included is a 250ft concrete floating dock to be used for commercial water vessels (charter boats and water taxis) to transport patrons and other visitors to and from the new ballpark and the surrounding areas. Also included is an environmental pier for educational groups and non-motorized vessels, a fishing dock and a series of walkways, benches, and landscaped areas.

The DTP project entails the addition to the existing ECC dock with wooden piers, gangways, and the 250ft concrete pier. In addition, the park will include landside areas, a floating wood pier, 'memorial' structures, the walkways in the landscaped areas, and a landside boardwalk west of the existing wooden pier located at 1 ½ St. SE. The area is bordered by WASA on the north, the WASA wooden pier on the east; the Anacostia River to the south; and the Florida Rock property to the west.

##### **Use of Designated Personnel**

As a first source of employment and in completing the tasks set forth within this solicitation, the Contractor will provide employment opportunities for at-risk and disadvantaged youths from the District of Columbia. At risk and disadvantaged youths ages 18 to 24 will be defined as those living in disadvantaged neighborhoods as defined by high crime and reduced economic opportunity.

Referrals for potential employees can be obtained through the following groups:

The Earth Conservation Corps  
2000 Half St., SW  
Washington DC 20024  
POC: David Smith  
Phone: (202) 479-6710

Living Classrooms of the National Capital Region  
501 Tingey St SE, Building 74, Suite 222  
Washington, DC 20003  
POC: [Darren Cox](#)  
Phone: (202) 488-0627

### General Requirements

The terms and conditions that will govern any award under this solicitation are hereby cited herein by submission of this bid, bidder accepts the attached terms and conditions and shall execute the Contract, attached as Attachment A with DMPED if selected for award.

### 3. SCOPE OF WORK

The contractor shall obtain and furnish all labor, material, tools, equipment, reports and services for all work as indicated to demolish existing docks, gangways and piers located in the Anacostia River. Contractor shall provide water booms to protect the shoreline and river traffic from debris from demo work. Contractor shall anticipate and comply with all permitting requirements, particularly for work in the River. The contractor shall complete the following tasks:

#### 3.1.1 TASKS

##### Task 1 Demolition of Existing Piers

- A. With care and due diligence, remove and dispose of all wooden piers in the river around the Pump house area, approximately 150 ft from the building. Dispose of the pier in accordance with all safety and applicable commercial practices.

##### Task 2 Demolition of Gangways and Two (2) Existing Pipes

- A. Demo the metal gangway to the Pump House to the bulkhead on landside. Take care that the existing utilities remain in place on the concrete truss. Dispose of metal gangway off site.
- B. Demo the two (2) existing large diameter pipes that lay below the metal gangway from the face of the Pump House to the bulk head. Cap the bulkhead to a water tight seal.
- C. Demo two abandoned approximate 48" diameter existing sewer pipes from the existing bulkhead to the closest flange. Demo supporting concrete abutments to allow future construction. Seal the ends of each pipe to a water tight condition.

##### Task 3 Demolition of Docks

- A. Remove existing metal floating docks and fixed metal docks around the Pump House. Dispose of material properly.

- Task 4      Maintain all utilities to the Pump House, electrical, water, sewer, phone service and others. Provide temporary supports to maintain services. Repair if necessary if damaged or stop functioning during demo operation.
- Task 5      Remove identified trees and shrubs as marked; remove from site.
- Task 6      Protect identified existing trees to remain in place
- Task 7      Haul demolished material to a location proper for disposal. Remove all large debris along the shoreline in front of bulkheads.
- Task 8      Restore all hardscape and landscape to pre-construction condition.

## PART I

### SECTION D: PACKAGING AND MARKING

#### **D.1 MATERIAL DELIVERY, HANDLING AND STORAGE:**

- A. The Contractor shall deliver materials and equipment in the original, properly labeled, unbroken packages, containers, cartridges or bundles and in such quantities and such ample time that progress of work will not be delayed.
- B. The Contractor shall protect materials and products against any damage or deterioration during transit to the site, unloading, delivering and storing at site, installation or erection and during period between installation or erection and final acceptance by the District, that shall include, but not limited to:
  - 1. Minimum exposure to weather during delivery.
  - 2. Storage off ground in dry, well-ventilated spaces.
  - 3. Covering, as necessary, for adequate protection from soiling and wetting.
- C. The Contractor shall provide storage methods that will facilitate inspection and testing before and during the use as follows:
  - 1. Space for storage of materials and equipment will be approved by the District's Inspector (see Paragraph H.23).
  - 2. The Contractor shall not occupy more space at the site than is absolutely necessary for proper execution of the work.



## **PART I**

### **SECTION E: INSPECTION AND ACCEPTANCE**

#### **E.1 INSPECTION:**

**E.1.1.** The inspection and acceptance requirements for the resultant contract will be governed by Article 11 of the General Provisions of the Standard Contract Provisions For Use With Specifications for District of Columbia Government Construction Projects, Revised January 2007 and incorporated herein as an Attachment Section J.

**E.1.2** In addition, the acceptance criteria for different parts of the work maybe described in separate attachments hereto.

#### **E.2 PARTIAL ACCEPTANCE:**

**E.2.1** The Contracting Officer's Technical Representative (COTR) may, at his/her option, accept part of the work under the contract in writing prior to the COTR's final acceptance of all the work under the contract, when the COTR considers it beneficial to the District of Columbia.

**E.2.2** Partial acceptance shall not preclude liquidated damages for failure to complete the contract within the required time limits established under TIME FOR COMPLETION in Section F.1.

#### **E.3 FINAL INSPECTION:**

**E.3.1** The Contractor shall give the COTR written notice at least three (3) days in advance of date on which project will be 100% complete and ready for final inspection. Prior to final inspection date, the Contractor shall verify in writing that in the Contractor's best judgment no deficiencies exist.

## PART I

### SECTION F - DELIVERIES OR PERFORMANCE

#### F.1 TIME OF COMPLETION:

The Contractor shall commence work on the date specified in the written Notice to Proceed (NTP) signed and issued by the Contracting Officer (CO) and shall start and complete all the work within twenty (20) calendar days.

#### F.2 DELIVERABLES:

**F.2.1** The Contractor shall prepare and submit to the COTR, as a deliverable, the Summary of Progress Payment Breakdown Form, Progress Payment Request Form and Schedule of Values Form. (Refer Section G).

The Contractor shall provide demolition services in accordance with the following schedule:

1. **Preconstruction - Kickoff meeting.....Within 3 days after Award**
2. **Construction Prerequisite Documentation.....Three days from NTP**
  - a. Preliminary Construction Schedule
  - b. Proof of Insurance
  - c. Performance & Surety Bond
  - d. SWPPP (as required)
  - e. Safety Plan
3. **Completion of Northern Parcel.....20 calendar days from NTP**
4. **Project Close-out.....3 days from substantial completion**

#### Key Milestones

#### Calendar Days after Notice to Proceed

Mobilization	3
Site complete	20

**F.2.2** As required, the Contractor shall submit to the COTR a complete list of all samples, catalogue cuts and shop drawings.

**F.2.3** The Contractor shall submit all the schedules and reports for approval to the COTR.

**F.2.4** When applicable and prior to final acceptance of the project, the Contractor shall submit to the COTR three (3) copies of operation manuals or instruction manuals for each piece of equipment, mechanical or electrical system.

- F.2.5** The Contractor shall submit to the District, as a deliverable, the report described in Section H. of this contract that is required by the 51% District Residents New Hires Requirement and First Source Employment Agreement. If the Contractor does not submit the report as part of the deliverables, final payment to the Contractor may not be paid.

**PART I****SECTION G - CONTRACT ADMINISTRATION DATA****G.1 INVOICE PAYMENT:**

- A. The District will make progress payments to the Contractor, upon the submission of proper invoices, based on the approved project schedule as described herein, only for the percentage of work or services actually performed or completed during the subject period and accepted by the District, less any discounts, allowances or adjustments provided for in this contract.
- B. The District will pay the Contractor on or before the 30<sup>th</sup> day after receiving a proper invoice from the Contractor.

**G.2 INVOICE SUBMITTAL:**

- A. The Contractor shall submit proper invoices on a monthly basis or as otherwise specified in this contract. Invoices shall be prepared in triplicate and submitted to the COTR specified in Section G.9 below.
- B. To constitute a proper invoice, the Contractor shall submit the following information:
  - 1. Contractor's name and invoice date (Contractors are encouraged to date invoices as close to the date of mailing or transmittal as possible);
  - 2. Contract number, section two (2) and encumbrance number, section twenty-four (24) of the Solicitation Cover sheet. Assignment of an invoice number by the Contractor is also recommended;
  - 3. Description, amount of payment requested, quantity, and the dates of the work performed based on the approved project schedule;
  - 4. Other supporting documentation or information, as required by the CO;
  - 5. Name, title, telephone number and complete mailing address of the responsible official to whom payment is to be sent;
  - 6. Name, title, phone number of person preparing the invoice;
  - 7. Name, title, phone number and mailing address of person, if different from the person identified above to be notified in the event of a defective invoice, and
  - 8. Authorized signature.

**G.3 FIRST SOURCE AGREEMENT REQUEST FOR FINAL PAYMENT:**

**G.3.1** For contracts subject to the 51% District Residents New Hires Requirement and First Source Employment Agreement, final request for payment must be accompanied by the report or a waiver of compliance discussed in Section H.

**G.3.2** The CFO shall not make final payment to the Contractor until the CFO has received the CO's final determination or approval of waiver of the Contractor's compliance with 51% District Residents New Hires Requirement and First Source Employment Agreement.

**G.4 METHOD OF PAYMENT:**

A. The District will utilize the progress payment method under this contract, and will make progress payments when all of the following conditions are satisfied:

1. The portion of the service provided by the Contractor is accepted by the District;
2. The work on the specific contract activity as identified in the an approved Schedule, for which the progress payment is requested, is 100 % complete;
3. The Contractor submits the invoice as describe in G.2 for the progress payment.

B. The COTR will furnish to the Contractor, the following forms:

1. Summary of Progress Payment Breakdown Form;
2. Progress Payment Request Form;
3. Schedule of Values Form.

C. The Contractor shall prepare and deliver to the COTR for approval:

1. Original and a copy of completed Summary of Progress Payment Breakdown Form within fourteen (14) days after issuance of written NTP and prior to submission of first progress payment request. This detailed estimate of costs shall include a breakdown of costs for all items of work that will be performed under the contract with total amount equal to the lump sum bid price under Section B.
2. Original and a copy of the signed (by the authorized representative of the Contractor) Progress Payment Request Form on or before the twenty-fifth (25th) day of each month during progress of the work. The COTR will direct the progress payment to be made based on the actual work performed based on the COTR's approval of the Schedule of Values. This approval will include

only those fractions of work which have been completed and duly accepted by COTR. COTR's acceptance signature on the form is mandatory.

3. Copy of the Schedule of Values pre-approved by the COTR with invoice.

D. Materials and equipment payments:

1. The Contractor may receive progress payment for the materials, equipment and associated components delivered to the jobsite or stored on the site, until they are satisfactorily incorporated into the completed work, at 100% of their invoiced value from the manufacturer or supplier as approved by the COTR. The Contractor shall properly store and protect all the materials and equipment and ensure that all materials and equipment are in compliance with the submittals approved by the COTR.
2. The Contractor may receive progress payment for 75% of the invoiced value for materials, equipment and associated components stored off-site in a bonded warehouse within a twenty-five (25) mile radius of the jobsite. Payment will be subject to the following documentation accompanying the payment request:
  - a. A certified statement giving the exact location of the materials or equipment, that such material or equipment is properly stored and protected meeting the approval of COTR and is consigned to the District of Columbia Government; that the materials and equipment will not be diverted for use or installation at a different project, and that they are subject to inventory and inspection by the COTR.
  - b. A valid invoice or bill of sale indicating the unit quantity, description of the material or equipment and its costs as defined in Section G.4.D.1. and 2.
  - c. A certificate of insurance of a bonded warehouse, in the event the materials/equipment is stored off-site.

Before approval of the any schedule, the District may make two (2) initial monthly payments under this contract for the work performed during the first sixty (60) days following the NTP, following the COTR's partial acceptance of the work in writing in accordance with Section

E. In the event that the District elects to proceed in this manner, the following shall apply:

1. The District will not make any additional payments until the final schedule is approved by COTR.
2. The District will not make progress payments for all other activities until the final project schedule is approved and distributed by the COTR.

- F. The COTR will use the approved project schedule as the basis upon which to estimate successive progress payments to be made.

## **G.5 ASSIGNMENTS:**

- A. In accordance with 27 DCMR 3250, the Contractor may assign funds due or to become due as a result of the performance of this contract to a bank, trust company, or other financing institution.
- B. Any assignment shall cover all unpaid amounts payable under this contract, and shall not be made to more than one party.
- C. Notwithstanding an assignment of money claims pursuant to authority contained in the contract, the Contractor, not the assignee, is required to prepare invoices. Where such an assignment has been made, the original copy of the invoice must refer to the assignment and must show that payment of the invoice is to be made directly to the assignee as follows:

Pursuant to the instrument of assignment dated \_\_\_\_\_,  
make payment of this invoice to \_\_\_\_\_  
(name and address of assignee).

## **G.6 THE QUICK PAYMENT CLAUSE**

### **G.6.1 Interest Penalties to Contractors**

**G.6.1.1** The District will pay interest penalties on amounts due to the Contractor under the Quick Payment Act, D.C. Official Code §2-221.01 et seq., for the period beginning on the day after the required payment date and ending on the date on which payment of the amount is made. Interest shall be calculated at the rate of 1% per month. No interest penalty shall be paid if payment for the completed delivery of the item of property or service is made on or before:

- a) the 3<sup>rd</sup> day after the required payment date for meat or a meat product;
- b) the 5<sup>th</sup> day after the required payment date for an agricultural commodity;
- or
- c) the 15<sup>th</sup> day after the required payment date for any other item.

**G.6.1.2** Any amount of an interest penalty which remains unpaid at the end of any 30-day period shall be added to the principal amount of the debt and thereafter interest penalties shall accrue on the added amount.

### **G.6.2 Payments to Subcontractors**

- G.6.2.1** The Contractor must take one of the following actions within 7 days of receipt of any amount paid to the Contractor by the District for work performed by any subcontractor under a contract:
- a) Pay the subcontractor for the proportionate share of the total payment received from the District that is attributable to the subcontractor for work performed under the contract; or
  - b) Notify the District and the subcontractor, in writing, of the Contractor's intention to withhold all or part of the subcontractor's payment and state the reason for the nonpayment.
- G.6.2.2** The Contractor must pay any lower-tier subcontractor or supplier interest penalties on amounts due to the subcontractor or supplier beginning on the day after the payment is due and ending on the date on which the payment is made. Interest shall be calculated at the rate of 1% per month. No interest penalty shall be paid on the following if payment for the completed delivery of the item of property or service is made on or before:
- a) the 3<sup>rd</sup> day after the required payment date for meat or a meat product;
  - b) the 5<sup>th</sup> day after the required payment date for an agricultural commodity;
  - or
  - c) the 15<sup>th</sup> day after the required payment date for any other item.
- G.6.2.3** Any amount of an interest penalty which remains unpaid by the Contractor at the end of any 30-day period shall be added to the principal amount of the debt to the subcontractor and thereafter interest penalties shall accrue on the added amount.
- G.6.2.4** A dispute between the Contractor and subcontractor relating to the amounts or entitlement of a subcontractor to a payment or a late payment interest penalty under the Quick Payment Act does not constitute a dispute to which the District of Columbia is a party. The District of Columbia may not be interpleaded in any judicial or administrative proceeding involving such a dispute.

### **G.6.3 Contractor Obligation to Flow Down Interest Provision**

The Contractor is required to include in any subcontract a provision that requires each subcontractor to include the payment and interest clauses required under paragraphs (1) and (2) of the Quick Payment Act in each subcontractor's contract with any lower-tier subcontractor or supplier.



**G.7 CONTRACTING OFFICER (CO)**

In accordance with 27 DCMR 1200.1 contracts may be entered into and signed on behalf of the District Government only by COs. The address and telephone number of the CO is:

*Jonathan R. Butler, Director of Contracts  
Office of the Deputy Mayor for Planning & Economic Development  
2025 M. St. NW Suite 600  
Washington, D.C. 20036  
202.724.8111*

**G.8 AUTHORIZED CHANGES BY THE CO:**

- A. In accordance with Article 3 of the Standard Contract Provisions For Use With Specifications for District of Columbia Government Construction Projects, Revised January 2007 the CO is the only person authorized to approve changes to any of the requirements of the contract.
- B. The Contractor shall not comply with any order, directive or request that changes or modifies the requirements of this contract, unless issued in writing and signed by the CO.

**G.9 CONTRACTING OFFICER'S TECHNICAL REPRESENTATIVE (COTR):**

- A. The COTR is responsible for the technical administration of the contract and advising the CO as to the Contractor's compliance or noncompliance with the contract. In addition, the COTR is responsible for the day-to-day monitoring and supervision of the contract, of ensuring that the work conforms to the requirements of this contract and such other responsibilities and authorities as specified in writing by the CO. The COTR for this contract is:

*Judi Greenberg, Special Assistant  
Office of the Deputy Mayor for Planning and Economic Development (DMPED)  
1350 Pennsylvania Avenue NW Suite 317  
Washington, DC 20036  
202 727-6365*

- B. It is fully understood and agreed by the Contractor that the COTR shall not have any authority to make changes in the specifications/scope of work, price or terms and conditions of the contract.
- C. Contractor shall be held fully responsible for any changes not authorized in advance, in writing, by the CO, and may be denied compensation or other relief for any additional work performed that is not authorized by the CO in writing. In addition, Contractor may also be required at no additional cost to the District, to take all corrective action necessitated by reason of the unauthorized changes.

## **PART I**

### **SECTION H - SPECIAL CONTRACT REQUIREMENTS**

#### **H.1 LIQUIDATED DAMAGES:**

- A. The Contractor shall pay to the District of Columbia the sum of Five Hundred Dollars (\$500.00) as agreed liquidated damages for each calendar day of delay in completion of the work for this project, within the time limits set forth (See Paragraph F.1), subject to provisions of Article 5, DELAYS, of the Standard Contract Provisions for Use With Specifications for District of Columbia Government Construction Projects, Revised January 2007.
- B. If the District terminates for default the Contractor's right to proceed in accordance with Article 5, liquidated damages will continue to accrue until the work is completed. These liquidated damages are in addition to excess costs of reprourement.

#### **H.2 GOVERNMENT'S RESPONSIBILITY:**

District will provide to the Contractor all necessary passes for Contractor's employees required to enter into the facility.

#### **H.3 PERMITS, LICENSES AND CERTIFICATES:**

- A. The District will obtain all permits issued by the Department of Consumer and Regulatory Affairs (DCRA), Building and Land Regulation Administration, located at 941 North Capitol Street, N.E., Washington, D.C. , Army Corps Permit and NPS Special Use Permit.
- B. The Contractor shall prominently display all permits within the confines of the construction site.

#### **H.4 UTILITY CONNECTIONS AND SERVICES:**

The Contractor shall locate all existing utilities and perform the required modifications to all utilities for the completion of construction or demolition. All utility costs, costs to modify and connection fees shall be incorporated into the fixed price bid.

#### **C. PERMANENT CONNECTIONS TO MAINS:**

The Contractor shall make and pay for all the required permanent connections for water, sewer, gas, electrical, telephone and fire alarm systems at its own expense. The Contractor shall pay fees and associated costs and make all arrangements with utility companies and appropriate agencies as may be required for proper and expeditious completion of the project.

**H.5 SHOP DRAWINGS AND CATALOGUE CUTS:**

- A. When applicable and within thirty (30) calendar days from the date of the NTP, the Contractor shall prepare a complete list of all samples, catalogue cuts and shop drawings required to be submitted as follows: (Refer to applicable attachment in Section J).
  - 1. The Contractor shall submit the list to the COTR or his designee in quadruplicate for approval. The COTR will return one (1) copy of the approved list to the Contractor.
  - 2. The District will not make progress payments until the required list has been submitted by the Contractor. The District will not make payments for any materials installed by the Contractor without approval by the COTR where submittal of the same is required.

**H.6 PROPRIETARY RESTRICTIONS:**

- A. Proprietary names or brands are mentioned for descriptive, not restrictive, purposes and are intended to establish minimum standards of quality for materials, fabrication and finishes.
  - 1. Such references shall not be construed as limiting competition or controlling selection of manufacturers, and the Contractor in such cases may submit for approval any item or type of construction which, in the judgment of the CO, expressed in writing is equal to that specified.
  - 2. The COTR will judge the submissions on the basis of durability, strength, appearance, serviceability of parts, output, coordination with related work and the ability to fulfill the requirements of the specified item.

**H.7 DEBRIS AND CLEANING**

Upon completion of the work, the Contractor shall remove all equipment, salvaged materials provided for the work (except any materials that are to remain the property of the Government of the District of Columbia as provided in the Specifications) and leave the premises in a neat and clean condition satisfactory to the COTR at the site.

**H.8 MATERIALS AND WORKMANSHIP:**

- A. Unless otherwise specified, all materials and equipments incorporated in the work under the contract shall be new. All workmanship shall be first class and by persons qualified in the respective areas.

- B. In the absence of specific requirements for installation of a material or product, the Contractor will be held responsible for installation of said material or product in strict accordance with the manufacturer's printed instructions and recommendations.

#### **H.9 STANDARDS:**

- A. Any material specified by reference to the number, symbol or title of a specific standard such as a Commercial Standard, a Federal Specification, ASTM certification or other similar standard, shall comply with the requirements in the latest revision hereof.
- B. The District will not furnish any copies of the applicable Federal Specifications, Commercial Standards and other standard specifications to the bidders. However, the CO will furnish upon request, information as to how copies of the standards referred to may be obtained, and it will be responsibility of the requestor to obtain the necessary documents from respective sources.
- C. Where a standard is referred to in the various sections of these specifications, it shall include the installation requirements specified therein unless specifically modified in the contract specifications.

#### **H.10 EQUIPMENT COORDINATION:**

The Contractor shall ascertain that the make and model of all shop or factory fabricated equipment furnished not only meets all requirements of the contract document, but it shall be of the proper physical size and dimension to fit the space or area, ductwork, conduit, panel boxes, disconnect switches and related accessory equipment. Where the physical size of any equipment is dependent upon other equipment, coordination shall be done by the Contractor to assure that they are compatible and will fit within the limitations of the space where they are to be located, including coordinating of utility connections and coordination of space for servicing the equipment, changing filters, cleaning tubes and similar operations.

#### **H.11 STOPPAGE OF WORK:**

If the Contractor fails to abide by any, or all, of the provisions of the contract, the CO reserves the right to stop all the work, or any portion thereof, affected by the Contractor's failure to comply with the contract requirements. This stoppage will remain in effect until the Contractor has taken action to meet the contract requirements, or any separable part thereof. After written notification and work stoppage, the District may terminate the right of the Contractor to proceed as provided in Article 5 of the General Provisions, TERMINATION-DELAYS, of Standard Contract Provisions for Construction Contracts, Revised January 2007.

**H.12 SUBCONTRACTS:**

- A. Nothing contained in the contract shall be construed as creating any contractual relationship between any subcontractor and the Government of the District of Columbia.
1. The divisions or sections of the specifications are not intended to control the Contractor in dividing the work among the subcontractors or to limit the work performed by any trade.
  2. The Contractor shall be as fully responsible to the Government of the District of Columbia for the acts and omissions of subcontractor and of persons employed by them as he is for the acts and omissions of persons directly employed by him.
  3. The Contractor shall coordinate the trades, subcontractor and material persons engaged upon his work.
  4. The Contractor shall, without additional expense to the Government of the District of Columbia, utilize the services of specialty subcontractor for those parts of the work which are specified to be performed by specialty subcontractor.
  5. The Government of the District of Columbia will not undertake to settle any differences between the Contractor and his subcontractors or between subcontractors.
- B. The Contractor shall not subcontract any portion of the contract except with the prior written consent of the CO, or his authorized representatives, and such consent, when given, shall not be construed to relieve the Contractor of any responsibility for the fulfillment of the contract. Request(s) for permission to subcontract any portion of the contract shall be in writing and accompanied by: (a) a showing that the organization which will perform the work is particularly experienced and equipped for such work, and (b) an assurance by the Contractor that the Labor Standards Provisions set forth in this contract shall apply to labor performed on all work encompassed by the request(s). The request(s) also shall provide the following information:
1. Subcontractors name, address, telephone number, and Federal Social Security Number used on the Employers Quarterly Federal Tax Return, U.S. Treasury Department Form 941.
  2. Estimated dollar amount of the subcontract.
  3. Estimated starting and completion dates of the subcontract.
  4. The subcontractor approval request form included herein should be used to request approval of subcontractor on this project. The form should be

completed for each subcontractor requested for approval and submitted to the CO. Copies of these forms are available upon request from the COTR.

- C. Any work or service so subcontracted shall be performed pursuant to a subcontract agreement, which the District will have the right to review and approve prior to its execution by the Contractor. Any such subcontract shall specify that the Contractor and the subcontractor shall be subject to every provision of this contract. Notwithstanding any such subcontract approved by the District, the Contractor shall remain liable to the District for all Contractor's work and services required hereunder.

#### **H.13 USE OF PREMISES:**

- A. If the Contractor considers it necessary to perform any work after the regular working hours on Saturdays, Sundays or legal holidays, the Contractor shall perform this work without any additional expense to the Government of the District of Columbia.
- B. The Contractor shall use only such entrances to the work area as designated by the COTR.
- C. Once the installation work is started, the Contractor shall complete the work as rapidly as possible and without unnecessary delay.
- D. The Contractor shall occupy only such portions of the premises as required for proper execution of the contract.
- E. The Contractor shall perform all the work in such a manner as to cause minimum annoyance or noises and disturbances to occupants of adjacent premises and interference with normal traffic.
- F. The Contractor shall keep gates locked to maintain security into work area dictated by the existing job conditions of such nature as to prevent:
  - 1. Entry of work areas by unauthorized persons;
  - 2. Removal of Government property and supplies.
- G. The Contractor shall not load or permit the loading of any part of any structure to such an extent as to endanger its safety.
- H. The Contractor shall comply with the regulations governing the operation of premises that are occupied and shall perform his contract in such a manner as not to interrupt or interfere with the conduct of Government of the District of Columbia and/or Washington Metropolitan Area Transit Authority (WMATA) business.

**H.14 PATENTS:**

The Contractor shall hold and save the Government, its officers, agents, servants and employees, harmless for liability of, any nature or kind, including cost and expenses for, or on account of any patented or unpatented invention, article or appliance manufactured or used in the performance of this contract, including their use by the Government of the District of Columbia.

**H.15 SAFETY PRECAUTIONS:**

- A. The Contractor shall perform all site, plant demolition and construction work in strict accordance with the Safety Standards of the District of Columbia and the U.S. Occupational Safety and Health Act of 1970 and the D.C. Occupational Safety and Health Act of 1988, D.C. Official Code § 32-1101 et seq. and 1-620.01 et seq.
  - 1. The Contractor or his representative shall be thoroughly familiar with these standards and have copies of same available at the project site at all times.
- B. Operators of explosive-actuated tools shall have a training certificate, as required by the Safety Code, in their possession.
- C. Where required, the Contractor shall be responsible for providing and installing adequate temporary shoring or bracing for all walls slabs and like constructions until such items attain their design, strength, and stability.
  - 1. The Government, its officers, agents, servants, and employees shall not be held liable for any property damages or physical harm resulting from inadequate protection.
  - 2. Prior to execution of shoring and/or bracing, the Contractor shall submit details and calculations for shoring and/or bracing designs for the COTR's review and concurrence.
- D. The Contractor shall exercise special precautions to prevent use of or access to the Contractor's materials, equipment or tools and entry into the Contractor's work areas by non-authorized personnel.
  - 1. A Contractor's attendant shall be present at all times when bituminous kettles are in operation to prevent the public from coming in contact with the kettles.
  - 2. The Contractor shall remove each kettle as soon as its use is complete.
- E. The Contractor shall chute or hoist to the ground any and all the materials being removed from the roof areas or any upper floor.
- F. The Contractor shall not permit any live wires to be left exposed and unguarded, including open panel boards.

- G. The Contractor shall cover all open trenches during hours when work is not being executed, as required for protection of the public.

**H.16 PROGRESS SCHEDULE:** (Refer to any applicable attachments in Section J delineating specific progress schedules)

- A. The Contractor shall complete all work within the time specified under F.1 Time of Completion, which is the maximum time permitted for the accomplishment of this project. If within the period of construction, a time extension or extensions are granted in writing by the CO, the Contractor shall incorporate the extension in the next monthly update.

**H.17 GUARANTEE OF WORK (For Construction/Occupancy):**

- A. The Contractor guarantees, for a period of one (1) year after date of acceptance for Occupancy as established in the District's written notification, to repair or replace any work in which any defects in material or workmanship appear within said period and to repair or replace any and all work damaged by reasons thereof, to the satisfaction of the COTR and without cost to the District of Columbia.
- B. In any case where in fulfilling the requirements of the contract or any guarantee, embraced in or required thereby, the Contractor disturbs any work guaranteed under another contract; he shall restore such disturbed work to a condition comparable to its original condition and guarantee such restored work to the same extent as it was guaranteed under such other contracts.
- C. Upon the Contractor's failure to proceed promptly to comply with the terms of any guarantee under the contract or still running upon work originally executed by other Contractors, the District of Columbia may (1) either have such work performed as the CO deems necessary to fulfill such guarantee, or (2) allow all such damaged or defective work to remain in such unsatisfactory condition; provided that the Contractor shall promptly pay the District of Columbia the sum estimated by the CO under the provision of paragraph B above to represent the amount which would have been necessary to expend to fulfill such guarantee. Everything done in the fulfillment of any guarantee shall be without additional expense to the Government of the District of Columbia.
- D. Special guarantee (Where and When Applicable): The Contractor shall provide a written guarantee of the following for the extended periods and to the extent stated below:
  - 1. Guarantee buried tanks for five (5) years against deterioration to the point of failure and against structural failure due to improper installation procedures.
  - 2. Guarantee heating and air conditioning equipment, except expendable components such as filters, for two (2) full operating seasons or the



equivalent thereof against all conditions except vandalism or improper maintenance.

3. Secure guarantee of built-up roof and flashing systems for ten (10) years by the manufacturer of the roofing material.
- E. All special guarantees that are stipulated in the specifications or other paper forming a part of the contract shall be subject to the terms of this paragraph insofar as they do not conflict with the provisions containing references to guarantees in the specifications or such other papers. In case of any conflict, the special guarantee shall take precedence.

#### **H.18 PROTECTION:**

- A. The Contractor shall protect existing public and private property including but not limited to sidewalks, pavements, landscaping, from damage using methods approved by COTR such as planking, covering, temporary cement curbs, and shall be responsible for replacement of items that are damaged by work under this contract. The Contractor shall repair or replace damages to sidewalks, curbs, streets, public property and public utilities as directed by the COTR in accordance with standards of the agency having jurisdiction over the damaged property. The COTR will not permit grouting of cracks in sidewalks and driveways. The Contractor shall replace cracked slabs.
- B. The Contractor shall be responsible for personal injury to workmen and the public and shall indemnify and hold the District harmless for any such injuries that are incurred during the performance of this contract.
- C. Nothing contained in the drawings and specifications for installation of fences, barricades or site protection shall be interpreted as making the District a party to, liable for, or relieving the Contractor of:
  1. The Contractor's responsibility for materials delivered and work performed until completion and final acceptance;
  2. The Contractor's responsibility to sustain all costs, losses or damages arising out of the nature of the work to be done, or due to any unforeseen or usual obstructions or difficulties which may be encountered in the accomplishment of the work, or resulting from the work, or resulting from the action of the elements; and
  3. The Contractor's responsibility to protect existing public and private property.
- D. Site Protection:
  1. Watchperson:
    - a. The Contractor shall employ watchpersons to safeguard the site.

- b. The watchpersons shall be employed and on site during all periods in which the Contractor's employees are not performing actual site work.
- 2. Lights:
  - a. Illumination of the worksite during non-daylight hours is required of the Contractor at the Contractor's expense.

#### **H.19 UNDERGROUND SERVICES:**

- A. ACTIVE: The District has made its best efforts to show all active services on the contract drawings and Specifications. However, the District gives no assurance that there are no other active services in areas in which work is to be performed. If during execution of work, other active services are encountered that necessitate changes in drawings or Specifications, the Contractor shall make the required adjustments.
- B. INACTIVE OR ABANDONED: If, during execution of work, the Contractor encounters inactive or abandoned services not shown or specified, the Contractor shall notify the CO as set forth in Article 4 of the Standard Contract Provisions.

#### **H.20 EXISTING CONDITIONS: (Where Applicable)**

- A. The Contractor shall verify by actual measurement existing work required to connect with work now in place before the Contractor commences actual work at the site. The Contractor shall ensure that new work in extension of existing work shall correspond in all respects with that to which it connects unless otherwise indicated or specified.
- B. The Contractor shall cut, alter, remove or temporarily remove and replace existing work as necessary for the performance of the work to be done. The Contractor shall restore work remaining in place that is damaged or defaced by reason of work done under this contract to a condition satisfactory to the COTR.

#### **H.21 OPERATION AND MAINTENANCE INSTRUCTIONS: (If Applicable, refer to any and all applicable attachments in Section J.)**

#### **H.22 EROSION AND POLLUTION CONTROL:**

- A. The Contractor shall provide erosion control facilities as approved and as required for fulfilling the requirements of Health Regulations of the District of Columbia.
- B. The Contractor shall take such measures, as determined to be adequate in the opinion of the CO, which will prevent soil erosion from the site in question.

- C. The Contractor shall conduct all operations in such a manner as to prevent when possible and otherwise minimize the contamination of watercourses by sediment bearing materials or other pollutants.
- D. The Contractor shall maintain effective erosion control for the duration of any suspension of all or a portion of the construction operation.

#### **H.23 GOVERNMENT INSPECTORS:**

- A. The Contractor shall perform work under the general direction of the COTR and is subject to inspection by his appointed Inspectors to ensure strict compliance with the terms of the contract. Neither the COTR nor an Inspector is authorized to change any provision of the contract documents without written authorization of the CO.
- B. The Contractor shall not be relieved from compliance with material and workmanship requirements of the contract in the presence of or absence of an Inspector.

#### **H.24 DRAWINGS AND SPECIFICATIONS:**

- A. Pursuant to Article 2 of the General Provisions, Standard Contract Provisions, the general character and scope of the work are illustrated by the specifications and drawings (where applicable) listed in Section C, and included herein as Attachments in Section J. Any additional detail drawings and other information deemed necessary by the CO will be furnished to the Contractor when and as required by the work.
- B. In case of differences between small and large-scale drawings, the large-scale drawings shall govern.
- C. Where on any of the drawings, a portion of the work is drawn out and the remainder is indicated in outline, the parts drawn out shall apply also to those portions indicated in the outline.
- D. Where similar work occurs in the drawings, the Contractor shall interpret the same in its general sense and not as meaning identical. The Contractor shall work out all the details in relation to their location and their connection with other parts of the work.
- E. In case of differences between the schedules and small or large scale drawings, the schedules shall govern.
- F. In cases of differences between the specifications and standards, and in cases of differences between drawings and the specifications, the specifications shall govern.

#### **H.25 REFERENCE TO CODES AND REGULATIONS:**

- A. Where the District of Columbia codes and regulations and other codes and regulations are referred to in these specifications, they are minimum requirements.

- B. Where the requirements of these specifications exceed the referred requirements of the codes and regulations, these specifications shall govern.
- C. Requirements of codes and regulations shall include revisions, amendments and supplements thereto in effect on the closing date of the IFB. The IFB will be amended to conform it to such code and regulation changes that occur after the closing date.

#### **H.26 SINGULAR OR PLURAL NUMBERS:**

Where any device or part of equipment is herein referred to in the specifications or on the drawings in the singular or plural number, such reference shall be deemed to apply to as many such devices as are required to complete the installation as shown on the drawings.

#### **H.27 ENGINEERING AND LAYOUT SERVICES:**

- A. The Contractor shall provide competent engineering services to execute the work in accordance with the contract requirements. The Contractor shall verify the figures shown on the drawings before undertaking any construction work and shall be responsible for the accuracy of the finished work.
- B. The District has made its best efforts to establish such general reference points as will enable the Contractor to proceed with the work. It is the Contractor's responsibility to visit the site and familiarize themselves with the site conditions before submitting his bid.
- C. The Contractor shall make no change in locations without the written approval of the CO.

#### **H.28 BUILDING LINES AND BATTER BOARDS: (Where and When Applicable)**

- A. Prior to commencing construction, the Contractor shall obtain a plat of computations from the D.C. Surveyor's Office to ascertain official reference points from which the property survey can be made.
  - 1. The Contractor shall establish and have platted on site, all building lines, building restriction lines and property lines shown on drawings, utilizing the service of a registered professional surveyor regularly engaged in such practice.
  - 2. The Contractor shall also establish critical grade and boundaries for construction of facilities where distance measurements are important, utilizing the service of a registered professional surveyor.
  - 3. Within 10 working days of receiving the plat of computations, the Contractor shall submit to the COTR two (2) copies of plat showing such lines and grades with a registered professional surveyor's certification of their correctness.

**H.29 WALL CHECK:** (Where and When Applicable)

- A. After foundations are in place and walls have been defined, but before additional construction and work is effected, the Contractor shall cause a wall check to be made by the same registered professional surveyor who established the building lines and property lines.
- B. The Contractor shall obtain certification by the D.C. Surveyor's Office of the location of the foundation walls by submitting his registered professional surveyor's certification prior to proceeding with construction.

**H.30 INTERFERENCE:** (Where and When Applicable)  
(Mechanical Equipment, Piping, Ducts and Electric Conduits)

- A. The Contractor shall coordinate all mechanical and electrical work associated with the separate sections of the specifications with work of all other trades so as to avoid any interference with installation of pipes, ducts and conduits.
  - 1. The sizes and locations of the pipes, ducts, electrical conduits and the method of running them are shown on the drawings, but it is not intended to show every offset and fittings or every architectural or structural obstacle that will be encountered during the installation of the work. The Contractor shall modify alignment of pipes, ducts and conduits from that shown on the contract drawings, where necessary, without any additional costs to the District.
  - 2. The Contractor shall furnish such materials and labor, as necessary, to make the piping, ducts and conduit modifications as required, due to building obstructions and to complete the installation in accordance with best practice of the trades and to the satisfaction of the COTR.

**H.31 CONTRACT DOCUMENTS FURNISHED:** (Where and When Applicable)

- A. The District will furnish to the Contractor, at no additional cost, two (2) sets of drawings and specifications. The Contractor shall reproduce or otherwise obtain all contract documents in excess of the numbers stated above, which may be required by him. The Contractor shall use these reproducibles as the basis of the as-built drawings required under Section H.
- B. Contract documents to be furnished by the District may be obtained, upon twenty-four (24) hours advance notice, from:

**H.32 PHOTOGRAPHS:** (If applicable, refer to specific attachments where applicable within Section J)

**H.33 ADD TO ARTICLE 3, CHANGES, OF THE STANDARD CONTRACT PROVISIONS, GENERAL PROVISIONS SECTION, THE FOLLOWING PARAGRAPH E: EQUITABLE ADJUSTMENT**

- A. The purpose of this section is to define a standard procedure for determining reasonable costs and times for purpose of making equitable adjustments under Article 3, CHANGES, of the Standard Contract Provisions, General Provisions section.
- B. Unless provided in the contract, the following procedure shall be used:
1. Where the nature of the change is known sufficiently in advance of construction to permit negotiation, the parties shall attempt to agree on a fully justifiable price adjustment or adjustment of time for completion.
  2. If the parties fail to agree upon an equitable adjustment prior to the time the proposed change affects the contract work, or if the CO determines it is not feasible to reach an agreement regarding an equitable adjustment, either due to lack of time or other reasons, the CO will order the change in accordance with Article 3 of the General Provisions and the Contractor shall proceed with the execution of the work so changed.
- C. Equitable adjustments shall be determined in the following manner, unless stated in the contract.
1. Whenever a change is proposed or directed, the Contractor shall submit a proposal or breakdown within fifteen (15) days of its receipt of the change, and the proposal will be acted upon promptly by the CO.
  2. Price Adjustments
    - a. If agreement on costs cannot be reached prior to execution of changed work, payment will be made for the actual costs provided records of such costs are made available and that such costs are reasonable and predicated on construction procedures normally utilized for the work in question. If not, then payment shall be based on standard trade estimating practice.
    - b. Where basis of equitable adjustments is the actual cost incurred in performing changed work, the Contractor shall furnish the District with a complete breakdown of costs, covering the subcontractor work, as well as his own, individually itemizing the following:
      - i. Material quantities and unit prices
      - ii. Labor hours and basic hourly rate for each labor classification
      - iii. Fringe benefits rate for each classification
      - iv. Construction equipment

- v. Overhead
  - vi. Profit
  - vii. Commission
  - viii. FICA, FUTA and DUTA (applied in basic hourly wage costs).
- c. The Contractor shall furnish substantiation of fringe benefits, workmen compensation, FICA, DUTA, FUTA and State unemployment taxes at the request of the District.
- d. The percentage for overhead, profit and commission to be allowed shall in no case exceed the following and shall be considered to include, but not limited to, insurance, other than mentioned herein, field and office supervisor and assistants above the level of foreman, incidental job burdens and general office expense, including field and home office. No percentage for overhead and profit will be allowed on FICA (Social Security), FUTA (Federal Unemployment and DUTA (District Unemployment) taxes:

	Overhead	Profit	Commission
1. To Contractor on work performed by other than his/her own forces.	- performed	-	10% of value of work
2. To Contractor and/or Subcontractor for that portion of work performed by their respective forces.			10%      10%      -
3. From Contractor on deleted work to have been performed by other than his/her own forces.		-	-      5% of value of deleted work
4. From Contractor or Subcontractor on deleted work to have been performed by his/her own forces.	-	-	5% of value of deleted work

- e. When a change consists of both added work and deleted work, the applicable percentage shall be applied to the net cost or credit.
- f. Where more than one tier of subcontractors exists, they shall be treated as one subcontractor for purposes of markups. That is, only one overhead and one profit percentage for the subcontractors and one commission percentage for the prime Contractor shall be applied to actual cost of work performed regardless of the number of tiers of subcontractors.

3. Changes in the period of performance: Where a change affects the time required for the performance of the contract, the Contractor shall describe in detail "cause and effect relationship" and how such change affects the specific contract work activities, current critical path, overall performance or work, concurrency with other delays, and the final net impact on the contract milestone(s), specifically stating the proposed decrease or increase in the period of contract performance in calendar days.
  4. The changes in the contract period of performance, if any, resulting from change order work will be calculated in the following manner:
    - a. New durations for work activities effected by the change order will be incorporated into the next computer printout. Time extensions will be directly based on the extent to which the contract completion date is hereby extended.
    - b. Should new work activities be required to supplement existing activities, they will be incorporated into the computer printout to verify total effect, if any, on the contract completion date.
    - c. Every attempt will be made to reach an agreement between the Contractor and the COTR on the number of days by which activity duration will be extended. Should an agreement not be reached within fifteen (15) days after Contractor receives the directive, the COTR will assign a reasonable duration to be used in determination of job progress.
- D. If performance of the work is delayed by any of the causes specified in Article 5 of the General Provisions, TERMINATION-DELAYS, of Standard Contract Provisions For Use With Specifications for District of Columbia Government Construction Projects, Revised January 2007 a contract time extension may be justified.
1. The Contractor, when requesting an extension to the contract period of performance, must submit the same in writing with supporting facts and backup documentation plus a detailed explanation that must include, but be not limited to, the following:
    - Reasons/cause and responsibility of each delay
    - Inclusive dates of each delay
    - Specific trades affected
    - Portion (s) of each work contract activity affected and the duration thereof
    - Status of work activity affected before delay commenced



Concurrency of any other delays, including Contractor's own

Net effect of each delay under this request, on the overall contract completion

In the case of late delivery of materials and/or equipment, back up date, correspondence and documentation should include but not be limited to the following: establishment that prior to ordering there was a reasonable assurance of timely supply; copies of each purchase order establishing the dates of procurement, invoices, delivery receipts and the like showing shipping or delivery dates; and copy of correspondence showing diligent attempts to follow ups to obtain material when critically needed from other sources.

2. All documentation should demonstrate that any delay was unforeseeable and without the fault or negligence of the Contractor, subcontractor or supplier involved. The Contractor will be entitled only to the additional number of days the project is delayed which is not concurrent with another delay for which a time extension has been granted or for which a valid request has been submitted.
3. In case of delays due to strikes, documentation shall include evidence of when and what trades struck, with reasons for the strike, prompt submittal of notice when the strike was ended and the date thereof, analysis of the effect of the strike on the completion of the contract work.
4. In case of delays due to unusually severe weather, documentation shall include daily temperature and precipitation records for each period of delay involved and explanation of delaying effect, including number of days that the construction activities on the current critical path at the time were actually delayed, including any extended impact, beyond the normal anticipated days of delay due to the weather conditions.

E. **COST AND PRICING DATA** (applicable to a Change Order or Modification) :

1. The Contractor shall, before negotiating any price adjustments pursuant to a change order or modification, submit cost or pricing data and certification that, to the best of the Contractor's knowledge and belief, the cost or pricing data submitted was accurate, complete, and current as of the date of negotiation of the change order or modification.
2. If any price, including profit or fee, negotiated in connection with any change order or contract modification, was increased by any significant amount because (1) the Contractor or a subcontractor furnished cost or pricing data that were not complete, accurate, and current as certified by the Contractor, (2) a subcontractor or prospective subcontractor furnished the Contractor cost or pricing data that were not complete, accurate, and current as certified by

the Contractor, or (3) any of these parties furnished data of any description that were not accurate, the price or cost shall be reduced accordingly and the contract shall be modified to reflect the reduction.

3. Cost or pricing data includes all facts as of the time of price agreement that prudent buyers and sellers would reasonably expect to affect price negotiations significantly. Cost or pricing data are factual, not judgmental, and are therefore verifiable. While they do not indicate the accuracy of the prospective Contractor's judgment about estimated future costs or projections, cost or pricing data do include the data forming the basis for that judgment. Cost or pricing data are more than historical accounting data; they are all the facts that can be reasonably expected to contribute to the soundness of estimates of future costs and to the validity of determinations of costs already incurred.
4. The following specific information should be included as cost or pricing data, as applicable:
  - (a) Vendor quotations;
  - (b) Nonrecurring costs;
  - (c) Information on changes in production methods or purchasing volume;
  - (d) Data supporting projections of business prospects and objectives and related operations costs;
  - (e) Unit cost trends such as those associated with labor efficiency;
  - (f) Make or buy decisions;
  - (g) Estimated resources to attain business goals;
  - (h) Information on management decisions that could have a significant bearing on costs.
5. If the Contractor is required to submit cost or pricing data in connection with pricing any change order or modification of this contract, the CO or representatives of the CO shall have the right to examine all books, records, documents and other data of the Contractor (including computations and projections) related to negotiating, pricing, or performing the change order or modification, in order to evaluate the accuracy, completeness, and currency of the cost or pricing data. The right of examination shall extend to all documents necessary to permit adequate evaluation of the cost or pricing data submitted, along with the computations and projections used. Contractor shall make available at its office at all reasonable times the materials described above for examination, audit, or reproduction until three years after the later of:
  - (a) final payment under the contract;
  - (b) final termination settlement; or

- (c) the final disposition of any appeals under the disputes clause or of litigation or the settlement of claims arising under or relating to the contract.

**H.34 SCAFFOLDING:** (Where and When Applicable)

- A. The Contractor shall erect adequate scaffolds as required to perform the work in accordance with the Safety Code of the DC Minimum Wage and Industrial Safety Board and so that the work may be inspected by COTR.
- B. The Contractor shall not erect scaffolds until required to be ready for use.
- C. The COTR will inspect the work upon the Contractor's advising of completion of contract requirements, and the Contractor shall promptly remove the scaffolding upon acceptance of the work.
- D. Wherever possible, the Contractor shall use swinging scaffolds for exterior work under this contract.
- E. Where swinging scaffolds are not practicable, the Contractor will be permitted to use other types of scaffolds provided:
  - 1. The Contractor shall prepare a list of areas and give the types of scaffold(s) he will use for each area.
  - 2. The list shall be submitted not later than ten (10) calendar days after the contract is awarded.

**H.35 EXISTING EQUIPMENT REMAINING IN USE:**

During the contract term, D. C. Government personnel will maintain any existing equipment that remains temporarily operational.

The Contractor shall coordinate with the COTR the time for removal of equipment in order to permit the District to salvage components for use on equipment remaining in use.

**H.36 TESTING AND CARE OF DRAINAGE FACILITIES:** (Where and When Applicable)

Prior to commencement of work under the contract, the Contractor shall conduct tests to ascertain the condition of existing drainage lines in accordance with the following requirements:

- 1. On projects where work is to be executed in the area of roof drains and areaways drains, the Contractor shall conduct a hose test on each drain line using a  $\frac{3}{4}$  inch inside diameter garden hose without a nozzle and full pressure from an existing hose cock.

2. On projects where work is to be executed in the area of storm drainage structures such as yard drains, curb drains and catch basins, the Contractor shall conduct a hose test using a fire hose under pressure from a fire hydrant.
  3. On projects where new work is to be connected to existing drainage lines, the Contractor shall conduct a test on each line affected to ascertain that the lines are clear and will handle their full capacity. Test shall be conducted with any apparatus that will establish the rate of flow.
  4. In addition to before and after tests specified in subparagraphs A and D of this section, the Contractor shall execute tests on new installations in accordance with the plumbing section of these specifications.
- B. All testing shall be performed in the presence of the Project Inspector and COTR. The Contractor shall notify the COTR two (2) working days in advance of the testing.
- C. The Contractor shall promptly notify the COTR in writing of any existing drain lines found to be deficient. The CO will initiate remedial action by District Government personnel or issue a change order in accordance with provisions of Article 3, CHANGES, of the Standard Contract Provisions, General Provisions section.
- D. Subsequent to proof of line clearance, the Contractor shall maintain all lines in clear and clean condition and shall remedy any deficiencies that may occur at no cost to the District until the final acceptance date of the contract. Just prior to final acceptance in order to demonstrate clearance, the Contractor shall repeat the tests as specified in subparagraph A (1), (2) and (3).

**H.37 AS-BUILT DRAWINGS:** (Where applicable, refer to any attachments in Section J specific to such drawings)

**H.38 51% DISTRICT RESIDENTS NEW HIRES/FIRST SOURCE EMPLOYMENT AGREEMENT:**

- H.38.1** The Contractor shall comply with the First Source Employment Agreement Act of 1984, as amended, D.C. Official Code, sec. 2-219.01 et seq. ("First Source Act").
- H.38.2** The Contractor shall enter into and maintain, during the term of the contract, a First Source Employment Agreement, Attachment J.2.3, in which the Contractor shall agree that:
1. The first source for finding employees to fill all jobs created in order to perform this contract shall be the Department of Employment Services ("DOES"); and

2. The first source for finding employees to fill any vacancy occurring in all jobs covered by the First Source Employment Agreement shall be the First Source Register.

**H.38.3** The Contractor shall submit to DOES, no later than the 10<sup>th</sup> each month following execution of the contract, a First Source Agreement Contract Compliance Report (“contract compliance report”) verifying its compliance with the First Source Agreement for the preceding month. The contract compliance report for the contract shall include the:

1. Number of employees needed;
2. Number of current employees transferred;
3. Number of new job openings created;
4. Number of job openings listed with DOES;
5. Total number of all District residents hired for the reporting period and the cumulative total number of District residents hired; and
6. Total number of all employees hired for the reporting period and the cumulative total number of employees hired, including;
  - a. Name;
  - b. Social Security number;
  - c. Job title;
  - d. Hire date;
  - e. Residence; and
  - f. Referral source for all new hires.

**H.38.4** If the contract amount is equal to or greater than \$100,000.00, the Contractor agrees that 51% of the new employees hired for the contract shall be District residents.

**H.38.5** With the submission of the Contractor’s final request for payment from the District, the Contractor shall:

1. Document in a report to the CO its compliance with the section H.38.4 of this clause; or
2. Submit a request to the CO for a waiver of compliance with section H.38.4 and include the following documentation:
  - a. Material supporting a good faith effort to comply;
  - b. Referrals provided by DOES and other referral sources;

- c. Advertisement of job openings listed with DOES and other referral sources; and
- d. Any documentation supporting the waiver request pursuant to section H.38.6.

**H.38.6** The CO may waive the provisions of section H.38.4 if the CO finds that:

- a. A good faith effort to comply is demonstrated by the Contractor;
- b. The Contractor is located outside the Washington Standard Metropolitan Statistical Area and none of the contract work is performed inside the Washington Standard Metropolitan Area which includes the District of Columbia; the Virginia Cities of Alexandria, Falls Church, Manassas, Manassas Park, Fairfax, and Fredericksburg, the Virginia Counties of Fairfax, Arlington, Prince William, Loudoun, Stafford, Clarke, Warren, Fauquier, Culpepper, Spotsylvania, and King George; the Maryland Counties of Montgomery, Prince Georges, Charles, Frederick, and Calvert; and the West Virginia Counties of Berkeley and Jefferson.
- c. The Contractor enters into a special workforce development training or placement arrangement with DOES; or
- d. DOES certifies that there are insufficient numbers of District residents in the labor market possessing the skills required by the positions created as a result of the contract.

**H.38.7** Upon receipt of the Contractor's final payment request and related documentation pursuant to sections H.38.5 and H.38.6, the CO shall determine whether the Contractor is in compliance with section H.38.4 or whether a waiver of compliance pursuant to section H.38.6 is justified. If the CO determines that the Contractor is in compliance, or that a waiver of compliance is justified, the CO shall, within two business days of making the determination forward a copy of the determination to the Agency Chief Financial Officer (CFO) and the COTR.

**H.38.8** Willful breach of the First Source Employment Agreement, or failure to submit the report pursuant to section H.38.5, or deliberate submission of falsified data, may be enforced by the CO through imposition of penalties, including monetary fines of 5% of the total amount of the direct and indirect labor costs of the contract. The Contractor shall make payment to DOES. The Contractor may appeal to the D.C. Contract Appeals Board as provided in the contract any decision of the CO pursuant to this section H.38.8.

**H.38.9** The provisions of sections H.38.4 through H.38.8 do not apply to nonprofit organizations with 50 employees or less.

**H.40 AUDITS, RECORDS, AND RECORD RETENTION:**

- H.40.1** At any time or times before final payment and three (3) years thereafter, the CO may have the Contractor's invoices or vouchers and statements of cost audited. Any payment may be reduced by amounts found by the CO not to constitute allowable costs as adjusted for prior overpayment or underpayment. In the event that all payments have been made to the Contractor by the District Government and an overpayment is found, the Contractor shall reimburse the District for said overpayment within thirty (30) days after written notification.
- H.40.2** The Contractor shall establish and maintain books, records, and documents (including electronic storage media) in accordance with generally accepted accounting principles and practices which sufficiently and properly reflect all revenues and expenditures of funds provided by the District under the contract that results from this solicitation.
- H.40.3** The Contractor shall retain all records, financial records, supporting documents, statistical records, and any other documents (including electronic storage media) pertinent to the contract for a period of five (5) years after termination of the contract, or if an audit has been initiated and audit findings have not been resolved at the end of five (5) years, the records shall be retained until resolution of the audit findings or any litigation which may be based on the terms of the contract.
- H.40.4** The Contractor shall assure that these records shall be subject at all reasonable times to inspection, review, or audit by Federal, District, or other personnel duly authorized by the CO.
- H.40.5** Persons duly authorized by the CO shall have full access to and the right to examine any of the Contractor's contract and related records and documents, regardless of the form in which kept, at all reasonable times for as long as records are retained.
- H.40.6** The Contractor shall include these aforementioned audit and record keeping requirements in all approved subcontracts and assignments.
- H.40.7** In the event of a conflict between Article 28 of the General Provisions, Standard Contracts Provisions for Construction Projects, Revised January 2007, and the provisions of this clause, the former shall prevail.

**H.41 PUBLICITY:**

The Contractor shall at all times obtain the prior written approval from the CO before the Contractor, any of its officers, agents, employees or subcontractor, either during or after expiration or termination of the contract, make any statement, or issue any material, for publication through any medium of communication, bearing on the work performed or data collected under this contract.

**H.42 FREEDOM OF INFORMATION ACT:**

The District of Columbia Freedom of Information Act, at D.C. Official Code § 2-532 (a-3), requires the District to make available for inspection and copying any record produced or collected pursuant to a District contract with a private Contractor to perform a public function, to the same extent as if the record were maintained by the agency on whose behalf the contract is made. If the Contractor receives a request for such information, the Contractor shall immediately send the request to the COTR designated in subsection G.8 who will provide the request to the FOIA Officer for the agency with programmatic responsibility in accordance with the D.C. Freedom of Information Act. If the agency with programmatic responsibility receives a request for a record maintained by the Contractor pursuant to the contract, the COTR will forward a copy to the Contractor. In either event, the Contractor is required by law to provide all responsive records to the COTR within the timeframe designated by the COTR. The FOIA Officer for the agency with programmatic responsibility will determine the reliability of the records. The District will reimburse the Contractor for the costs of searching and copying the records in accordance with D.C. Official Code § 2-532 and Chapter 4 of Title 1 of the *D.C. Municipal Regulations*.

**H.43 AMERICANS WITH DISABILITIES ACT OF 1990 (ADA):**

During the performance of the contract, the Contractor and any of its subcontractors shall comply with the ADA. The ADA makes it unlawful to discriminate in employment against a qualified individual with a disability. See 42 U.S.C. 12101 et seq.

**H.44 SECTION 504 OF THE REHABILITATION ACT OF 1973, AS AMENDED:**

During the performance of the contract, the Contractor and any of its subcontractors shall comply with Section 504 of the Rehabilitation Act of 1973, as amended. This Act prohibits discrimination against disabled people in federally funded program and activities. See 29 U.S.C. 794 (1983) et seq.

**H.45 ENVIRONMENTALLY PREFERABLE PAINT PRODUCTS****H.45.1 Environmentally Preferable Products Goals**

**H.45.1.1** The District is seeking contractors to provide environmentally preferable and effective paint products that support the District's environmentally preferable purchasing (EPP) contracting initiative.

**H.45.1.2** Environmentally preferable products are products and services that have a lesser or reduced effect on human health and the environment when compared with competing products or services that serve the



same purpose. This comparison considers the life cycle of the product from raw material acquisition, production, manufacturing, packaging, distribution, re-use, operation, maintenance and disposal.

#### **H.45.2 Paint Environmental Requirements**

**H.45.2.1** The requirements and restrictions contained in this clause shall apply to all architectural and anti-corrosive paints used during the course of this contract.

**H.45.2.2** Due to the documented health risks associated with high Volatile Organic Compound (VOCs) levels, the Contractor shall use only paint and paint products that do not exceed the maximum allowable VOC content in the table below for each type of paint:

<b>Product Type</b>	<b>Type of Paint</b>	<b>VOCs (grams/liter)</b>	<b>VOCs (pounds/gallon)</b>
<b>Category I</b>	<b>Interior</b>		
	Architectural		
	a. Flat	50 g/l	0.42 lb/gal
	b. Non-Flat	150 g/l	1.25 lb/gal
<b>Category II</b>	<b>Exterior</b>		
	Architectural		
	a. Flat	100 g/l	0.83 lb/gal
	b. Non-Flat	200 g/l	1.66 lb/gal
<b>Category III</b>	<b>Anticorrosive</b>		
	a. Flat	250 g/l	2.1 lb/gal
	b. Semi-Gloss	250 g/l	2.1 lb/gal
	c. Gloss	250 g/l	2.1 lb/gal

#### **H.45.3 Prohibited Paint Components**

**H.45.3.1** Paints often contain inorganic and organo-metallic components used as preservatives, additives and pigments. The following is a list of organic compounds and components prohibited under this contract:

1,1,1 Trichloroethane	Formaldehyde
1,2 Dichlorobenzene	Hexavalent chromium
Acrolein	Isophorone
Acrylonitrile	Lead
Antimony	Mercury
Benzene	Methylene chloride
Butyl benzyl phthalate	Methyl ethyl ketone

Cadmium	Mehtyl isobutyl ketone
Di (2-ethylhexyl) phthalate	Naphthalene
Dimethyl phthalate	Toluene (Methylbenzene)
Di-n-butyl phthalate	Vinyl Chloride
Ethylbenzene	

#### **H.45.4Packaging**

**H.45.4.1** Paint cans and their components shall not be fabricated with lead.

#### **H.45.5 Product Safety**

**H.45.5.1** A contractor shall be responsible for:

- (a) Any damage to personnel, buildings, furniture or equipment directly traceable to their use of prohibited paint.
- (b) Evacuating and warning individuals that might be affected by any spills or leakages directly traceable to their use of prohibited paint.
- (c) Any spills or leaks that occur during the use or transportation of their products.
- (d) Paying the clean up cost for any spills or leaks that occur while they are unloading, transporting or otherwise using their products.

#### **H.45.6COORDINATION AND MEETINGS**

A. General: Prepare and distribute to each entity performing work at the project site, a written memorandum of instructions on required coordination activities, including required notices, reports and attendance at meetings. Prepare similar memorandum for separate contractors where interfacing of work is required.

### **H.46 ENVIRONMENTALLY PREFERABLE SOLVENT PRODUCTS**

**H.46.1** Environmentally Preferable Products Goals

**H.46.1.1** The District is seeking contractors to provide environmentally preferable and effective solvent products that support the District's environmentally preferable purchasing (EPP) contracting initiative.

**H.46.1.2** Environmentally preferable products are products and services that have a lesser or reduced effect on human health and the environment when

compared with competing products or services that serve the same purpose. This comparison considers the life cycle of the product from raw material acquisition, production, manufacturing, packaging, distribution, re-use, operation, maintenance and disposal.

## **H.46.2** Environmentally Preferable Solvent Products

**H.46.2.1** Solvents are fluids or a mixture of fluids capable of dissolving substances to produce compositions for industrial value.

**H.46.2.2** Solvent products subject to the requirements of this clause include, but are not limited to, the following classes:

- (a) **Alcohols.** Alcohols are solvents that dissolve substances such as shellacs, vinyls, acrylics, epoxies and silicones.
- (b) **Aliphatic Hydrocarbons.** Aliphatic hydrocarbons are solvents often found in coatings and insecticides. Commonly used as degreasers and solvents for acrylics and epoxies. Common aliphatics include mineral spirits, paint thinner, petroleum distillates, VM&P Naphtha, kerosene, gasoline and heptane (all of which are extremely flammable).
- (c) **Aromatic Hydrocarbons.** Aromatic hydrocarbons are substances used in printing, fiberglass-reinforced products, glues and veneers. Common aromatics include toluene (toluol), xylene (xylol), coal-tar naphtha, styrene and benzene.
- (d) **Chlorinated Hydrocarbons.** Chlorinated hydrocarbons are commonly used degreasers, dry cleaning agents, rubber solvents and paint strippers found in coatings, resins and tars. Common chemicals in this class include perchloroethylene, methylene chloride, carbon tetrachloride, methyl chloroform and trichloroethylene.
- (e) **Glycols.** Glycols, which are water-soluble solvents used as lubricants, are found in cosmetics, coatings, resins and dyes. Glycol ethers include butyl cellusolve (2-butoxyethanol), cellusolve (2-ethoxyethanol), methyl cellusolve (2-methoxyethanol), and cellusolve acetate (2-ethoxyethyl acetate). Most common glycol ethers are combustible.
- (f) **Esters.** Esters have differing chemical properties depending on their use including methyl formate, ethyl acetate, isopropyl acetate, methyl acetate, secamylacetate, and isoamyl acetate (banana oil).

- (g) **Ethers.** Ethers are ingredients in dyes, resins, waxes, cellulose nitrate and fuels, including ethyl ether, tetrahydrofuran, dioxane and isopropyl ether.
- (h) **Ketones.** Ketones are solvents for dyes, resin and waxes that are used to manufacture plastics, synthetic fibers, explosives, cosmetics and medicines. Some examples of ketones include acetone, methyl ethyl ketone, cyclohexanone and isophorone.
- (i) **Other Solvents.** Other types of solvents include freon, turpentine, dimethylformamide and carbon disulfide.

**H.46.3      Solvent Environmental Requirements - The Contractor shall avoid the following hazards when using solvent products during the performance of this contract:**

**H.46.3.1              Health Hazards**

- (a) Bodily Contact - The Contractor shall not use solvent products that irritate or harm the skin, eyes, nose and throat from direct contact with the solvents;
- (b) Inhalation – The Contractor shall not use solvent products that when inhaled causes headaches, nausea, vomiting and dizziness from contact with the solvents; and,
- (c) Ingestion – The Contractor shall not use solvent products that if ingested or exposed to for a period of time cause damage to the brain, liver, kidney, respiratory system and nervous systems.

**H.46.3.2      Physical Hazards**

- (a) Flammable materials are substances that will easily ignite, burn and serve as fuel for a fire. The flash point is the lowest temperature at which a liquid gives off enough vapors which, when mixed with air, can be easily ignited by a spark. The lower the flash point, the greater the risk of fire or explosion.
- (b) The Contractor shall not use solvent products that are a potential fire hazard or have a low flash point. A solvent is flammable and a serious fire hazard if its flash point is below 37.8C (100F).

**H.46.4      Prohibited Solvents**

- H.46.4.1**      The following solvent products are recognized by the National Institute for Occupational Safety and Health (NIOSH) as carcinogens, ozone-

depleting solvents or as reproductive hazards in the workplace and shall not be used:

Benzene	Carbon tetrachloride
Trichloroethylene	1,1,2,2-tetrachloroethane
2-methoxyethanol	2-ethoxyethanol
Methyl chloride	Trichlorotrifluoroethane
Chlorinated Fluorocarbon Compounds	

#### **H.46.5 Packaging Reduced/Recyclable**

**H.46.5.1** If possible, the Contractor shall use products that are in reusable, refillable, or recyclable containers or are otherwise made from recycled content products.

**H.46.5.2** No products shall be delivered in aerosol cans.

**H.46.5.3** All products must be available in non-aerosol containers such as ready-to-use pump action sprays, air-charged refillable containers, or spray bottles.

**H.46.6** Product Safety

**H.46.6.1** The Contractor shall be responsible for:

- (a) Any damage to personnel, buildings, furniture or equipment directly traceable to their use or transportation of prohibited products.
- (b) Any spills or leaks that occur during the use or transportation of their products.
- (c) Evacuating and warning individuals that might be affected by any spills or leaks that occur when their products are being used or transported.
- (d) Paying the clean up cost for any spills or leaks that occur while they are using or transporting their products.

#### **H.47 LIVING WAGE ACT OF 2006:**

The Living Wage Act of 2006 is Title I of the “Way to Work Amendment Act of 2006”, DC Law 16-118, effective June 8, 2006. The Living Wage Act is codified at DC Official Code §§ 2-220.01 through 11.

**H.47.1      WAY TO WORK AMENDMENT ACT OF 2006**

- H.47.1.1** Except as described in H.47.1.8 below, the Contractor shall comply with Title I of the Way to Work Amendment Act of 2006, effective June 8, 2006 (D.C. Law 16-118, D.C. Official Code §2-220.01 *et seq.*) (“Living Wage Act of 2006”), for contracts for services in the amount of \$100,000 or more in a 12-month period.
- H.47.1.2** The Contractor shall pay its employees and subcontractors who perform services under the contract no less than the current living wage published on the OCP website at [www.ocp.dc.gov](http://www.ocp.dc.gov).
- H.47.1.3** The Contractor shall include in any subcontract for \$15,000 or more a provision requiring the subcontractor to pay its employees who perform services under the contract no less than the current living wage rate.
- H.47.1.4** The Department of Employment Services may adjust the living wage annually and the OCP will publish the current living wage rate on its website at [www.ocp.dc.gov](http://www.ocp.dc.gov).
- H.47.1.5** The Contractor shall provide a copy of the Fact Sheet attached as J.1.5 to each employee and subcontractor who performs services under the contract. The Contractor shall also post the Notice attached as J.1.5 in a conspicuous place in its place of business. The Contractor shall include in any subcontract for \$15,000 or more a provision requiring the subcontractor to post the Notice in a conspicuous place in its place of business.
- H.47.1.6** The Contractor shall maintain its payroll records under the contract in the regular course of business for a period of at least three (3) years from the payroll date, and shall include this requirement in its subcontracts for \$15,000 or more under the contract.
- H.47.1.7** The payment of wages required under the Living Wage Act of 2006 shall be consistent with and subject to the provisions of D.C. Official Code §32-1301 *et seq.*
- H.47.1.8** The requirements of the Living Wage Act of 2006 do not apply to:
- (1) Contracts or other agreements that are subject to higher wage level determinations required by federal law;
  - (2) Existing and future collective bargaining agreements, provided, that the future collective bargaining agreement results in the employee being paid no less than the established living wage;
  - (3) Contracts for electricity, telephone, water, sewer or other services provided by a regulated utility;
  - (4) Contracts for services needed immediately to prevent or respond to a

disaster or eminent threat to public health or safety declared by the Mayor;

- (5) Contracts or other agreements that provide trainees with additional services including, but not limited to, case management and job readiness services; provided that the trainees do not replace employees subject to the Living Wage Act of 2006;
- (6) An employee under 22 years of age employed during a school vacation period, or enrolled as a full-time student, as defined by the respective institution, who is in high school or at an accredited institution of higher education and who works less than 25 hours per week; provided that he or she does not replace employees subject to the Living Wage Act of 2006;
- (7) Tenants or retail establishments that occupy property constructed or improved by receipt of government assistance from the District of Columbia; provided, that the tenant or retail establishment did not receive direct government assistance from the District;
- (8) Employees of nonprofit organizations that employ not more than 50 individuals and qualify for taxation exemption pursuant to section 501(c)(3) of the Internal Revenue Code of 1954, approved August 16, 1954 (68A Stat. 163; 26 U.S.C. § 501(c)(3));
- (9) Medicaid provider agreements for direct care services to Medicaid recipients, provided, that the direct care service is not provided through a home care agency, a community residence facility, or a group home for mentally retarded persons as those terms are defined in section 2 of the Health-Care and Community Residence Facility, Hospice, and Home Care Licensure Act of 1983, effective February 24, 1984 (D.C. Law 5-48; D.C. Official Code § 44-501); and
- (10) Contracts or other agreements between managed care organizations and the Health Care Safety Net Administration or the Medicaid Assistance Administration to provide health services.

#### **H.47.1.9**

The Mayor may exempt a contractor from the requirements of the Living Wage Act of 2006, subject to the approval of Council, in accordance with the provisions of Section 109 of the Living Wage Act of 2006.

The Living Wage Act Notice and Fact Sheet are incorporated herein as Attachment J.1.5.

## **PART II**

### **SECTION I: CONTRACT CLAUSES**

#### **I.1 APPLICABILITY OF STANDARD CONTRACT PROVISIONS:**

The Standard Contract Provisions For Use With Specifications for District of Columbia Government Construction Projects, Revised January 2007 is incorporated herein as Attachment J.1.6.

#### **I.2 DEPARTMENT OF LABOR WAGE DETERMINATIONS:**

- A. Davis Bacon Wage Rates are applicable. The current prevailing wage determination is General Decision [DC080002 dated 05/02/2008](#) incorporated herein as an Attachment in Section J.
- B. In accordance with the applicable provisions of 29 CFR, Part 1, Section 1.6 (c) (3) (IV), if the intent to award letter is not issued within ninety (90) days of bid opening, all intervening modifications (or new wage decision) are made a part of this contract. The Contractor will be reimbursed this added labor cost.

#### **I.3 CONFLICT OF INTEREST:**

- A. No official or employee of the District of Columbia or the Federal Government who exercises any functions or responsibilities in the review or approval of the undertaking or carrying out of this contract shall, prior to the completion of the project, voluntarily acquire any personal interest, direct or indirect, in the contract or proposed contract. (DC Procurement Practices Act of 1985, D.C. Law 6-85, D.C. Official Code Section 2-310.01, and Chapter 18 of the DC Personnel Regulations).
- B. The Contractor represents and covenants that it presently has no interest and shall not acquire any interest, direct or indirect, which would conflict in any manner or degree with the performance of its services hereunder. The Contractor further covenants not to employ any person having such known interests in the performance of the contract.

#### **I.4 EQUAL EMPLOYMENT OPPORTUNITY:**

In accordance with the District of Columbia Administrative Issuance System, Mayor's Order 85-85 dated June 10, 1985, the forms for completion of the Equal Employment Opportunity Information Report shall be completed and incorporated with the bid. The forms can be found at [www.ocp.dc.gov](http://www.ocp.dc.gov) under solicitation attachments. An award cannot be made to any Bidder who has not satisfied the equal employment requirements as set forth by the Department of Small and Local Business Development.



## **I.5 INSURANCE:**

- A. **GENERAL REQUIREMENTS.** Prior to commencement of any work under this Contract, and in addition to other insurance bonds or securities required by law or under the Contract terms, the Contractor shall procure and maintain during the life of the Contract, the following types of insurance:
1. Commercial General Liability Insurance. The Contractor shall furnish evidence satisfactory to the CO with respect to the operations performed by it, its employees and subcontractor, it carries in its own behalf, Owners' and Contractors' Protective Liability Insurance with minimum \$1,000,000.00 per occurrence limit for bodily injury and property damage. If this Contract is for building construction, the Commercial General Liability policy must be endorsed to include coverage for Explosion, Collapse and Underground (XCU). The policy must name the District as an additional insured, contain a waiver of subrogation, and state that coverage is primary and non-contributory.
  2. Umbrella/Excess Liability. Contracts valued at over \$100,000.00 or determined to be high risk must carry Umbrella/ Excess Liability Insurance with \$5,000,000.00 limits per occurrence. The policy must name the District as an additional insured, contain a waiver of subrogation, and state that coverage is primary and non-contributory. If properties adjacent to the building site present unusual or hazardous conditions, higher Umbrella/ Excess Liability limits may be required.
  3. Workers' Compensation. The Contractor shall carry according to the statutes of the District of Columbia workers' compensation insurance covering all of its employees employed upon the premises and in connection with its other operations pertaining to this Contract, including Employer's Liability, \$100,000.00 per accident for injury, \$100,000 per employee for disease, \$500,000.00 policy limit disease. The policy must contain a waiver of subrogation endorsement. The Contractor agrees to comply, at all times, with the provisions of the workers' compensation laws of the District.
  4. Automobile Liability Insurance. The Contractor shall furnish automobile liability insurance to cover all owned, hired or non-owned motor vehicles used in conjunction with the project. The policy shall cover the operations performed in the District with a \$1,000,000.00 per occurrence combined single limit for bodily injury and property damage. The policy coverage shall be Primary and Non-Contributory.
  5. Builder's Risk Insurance. Contractor shall provide a Builder's Risk policy or Installation Floater with limits equal to the projected market value of the completed project to cover property damage to existing facilities at the site. This policy is not required for contracts involving demolition only.
  6. Professional E&O Liability. All design and design/build contracts must procure Professional Errors and Omissions (Architect's & Engineer's) Liability Insurance to cover architectural, engineering, construction management, surveying, hazardous materials testing, and design services performed under

this Contract. The policy must provide limits of \$1,000,000.00 per claim and a \$3,000,000.00 aggregate. The Contractor shall maintain such insurance for five (5) years following the District's final acceptance of the work. The policy will cover the Design/Builder, its subcontractor and subcontractors of every tier, and shall identify the District as the Project Owner on the policy.

- B. **CERTIFICATE OF INSURANCE.** The Contractor must submit verification of insurance on a standard Certificate of Insurance Associate for Cooperative Operations Research and Development (ACORD) form and receive approval from the CO prior to commencement of any work. The Contractor shall obtain the insurance from responsible companies licensed by the District of Columbia's Department of Banking, Insurance and Securities Regulation and shall deliver the certificate of insurance to the CO within fourteen (14) days of contract award. The policies of insurance shall provide for at least thirty (30) days written notice to the CO prior to their termination or material alteration.
- C. **DURATION.** The Contractor shall carry all insurance until all contract work is accepted by the District. Each insurance policy shall contain a binding endorsement that: The insurer hereby warrants and agrees that it shall not cancel this policy, except after thirty (30) days written notice, by certified mail, to the CO.
- D. **CONTRACTOR'S PROPERTY.** Contractors and subcontractor are solely responsible for any loss or damage to their personal property, including owned and leased equipment, whether such equipment is located at a project site or "in transit". This includes Contractor tools and equipment, scaffolding and temporary structures, and rented machinery, storage sheds or trailers placed on the project site.
- E. **MEASURE OF PAYMENT.** The District will not make any separate measure or payment for the cost of insurance and bonds. The Contractor shall include all of the costs of insurance and bonds in the lump sum bid price.

## **I.6 DISCRIMINATION CLAUSES:**

### **I.6.1 Anti-Discrimination Clause:**

The Contractor:

- I.6.1.1** Shall not discriminate in any manner against any employee or applicant for employment in violation of Section 211 of the District of Columbia Human Rights Act (DC Law 2-38; DC Official Code Section 2-1402.11);
- I.6.1.2** Shall include a similar clause in every subcontract, except subcontracts for standard commercial supplies or raw materials;
- I.6.1.3** Shall, along with all subcontractors, post in a conspicuous place available to employees and applicants for employment, a notice setting forth the

provisions of the anti-discrimination clause set out in Section 251 of the District of Columbia Human Rights Act (DC Official Code Section 2-1402.51).

## **I.6.2 Non-Discrimination Clause:**

**I.6.2.1** The Contractor shall not discriminate in any manner against any employee or applicant for employment that would constitute a violation of the District of Columbia Human Rights Act, approved December 13, 1977, as amended (D. C. Law 2-38; D. C. Official Code §2-1402.11) (2001 Ed.) (“Act” as used in this Section). The Contractor shall include a similar clause in all subcontracts, except subcontracts for standard commercial supplies or raw materials. In addition, Contractor agrees and any subcontractor shall agree to post in conspicuous places, available to employees and applicants for employment, notice setting forth the provisions of this non-discrimination clause as provided in Section 251 of the Act.

**I.6.2.2** Pursuant to rules of the Office of Human Rights, published on August 15, 1986 in the D. C. Register and Mayor’s Order 2002-175 (10/23/02), 49 DCR 9883, the following clauses apply to this contract:

**I.6.2.2.1** The Contractor shall not discriminate against any employee or applicant for employment because of actual or perceived: race, color, religion, national origin, sex, age, marital status, personal appearance, sexual orientation, familial status, family responsibilities, disability, matriculation, political affiliation, source of income, or place of residence or business. Sexual harassment is a form of sex discrimination which is prohibited by the Act. In addition, harassment based on any of the above protected categories is prohibited by the Act.

**I.6.2.2.2** The Contractor agrees to take affirmative action to ensure that applicants are employed, and that employees are treated during employment, without regard to their actual or perceived: race, color, religion, national origin, sex, age, marital status, personal appearance, sexual orientation, familial status, family responsibilities, disability, matriculation, political affiliation, source of income, or place of residence or business.

The affirmative action shall include, but not be limited to the following:

- (a) employment, upgrading or transfer;
- (b) recruitment, or recruitment advertising;
- (c) demotion, layoff, or termination;
- (d) rates of pay, or other forms of compensation; and
- (e) selection for training and apprenticeship.

- I.6.2.2.3** The Contractor agrees to post in conspicuous places, available to employees and applicants for employment, notices to be provided by the Contracting Agency, setting forth the provisions in subsections I.6.2.2.1 and I.6.2.2.2 concerning non-discrimination and affirmative action.
- I.6.2.2.4** The Contractor shall, in all solicitations or advertisements for employees placed by or on behalf of the Contractor, state that all qualified applicants will receive consideration for employment pursuant to the non-discrimination requirements set forth in subsection I.6.2.2.2.
- I.6.2.2.5** The Contractor agrees to send to each labor union or representative of workers with which he has a collective bargaining agreement or other contract or understanding, a notice to be provided by the contracting agency, advising the said labor union or workers' representative of that contractor's commitments under this nondiscrimination clause and the Act, and shall post copies of the notice in conspicuous places available to employees and applicants for employment.
- I.6.2.2.6** The Contractor agrees to permit access to his books, records and accounts pertaining to its employment practices, by the Chief Procurement Officer or designee, or the Director of Human Rights or designee, for purposes of investigation to ascertain compliance with this chapter, and to require under terms of any subcontractor agreement each subcontractor to permit access of such subcontractors' books, records, and accounts for such purposes.
- I.6.2.2.7** The Contractor agrees to comply with the provisions of this chapter and with all guidelines for equal employment opportunity applicable in the District of Columbia adopted by the Director of the Office of Human Rights, or any authorized official.
- I.6.2.2.8** The Contractor shall include in every subcontract the equal opportunity clauses, subsections I.6.2.2.1 through I.6.2.2.9 of this section, so that such provisions shall be binding upon each subcontractor or vendor.
- I.6.2.2.9** The Contractor shall take such action with respect to any subcontract as the CO may direct as a means of enforcing these provisions, including sanctions for noncompliance; provided, however, that in the event the Contractor becomes involved in, or is threatened with, litigation with a subcontractor or vendor as a result of such direction by the contracting

agency, the Contractor may request the District to enter into such litigation to protect the interest of the District.

**I.7 CONTRACTS IN EXCESS OF \$1 MILLION:**

Any contract in excess of \$1,000,000.00 shall not be binding or give rise to any claim or demand against the District until approved by the Council of the District of Columbia, and signed by the CO.

**I.8 DISPUTES:** (Delete Article 7, Disputes, of the Standard Contract Provisions for use with Specifications for District of Columbia Government Construction Projects, Revised January 2007 and substitute the following Article 7, Disputes):

A. All disputes arising under or relating to this contract shall be resolved as provided herein.

B. Claims by a Contractor against the District.

Claim, as used in Section B of this clause, means a written assertion by the Contractor seeking, as a matter of right, the payment of money in a sum certain, the adjustment or interpretation of contract terms, or other relief arising under or relating to this contract. A claim arising under a contract, unlike a claim relating to that contract, is a claim that can be resolved under a contract clause that provides for the relief sought by the claimant.

(a) All claims by a Contractor against the District arising under or relating to a contract shall be in writing and shall be submitted to the CO for a decision. The Contractor's claim shall contain at least the following:

(1) A description of the claim and the amount in dispute;

(2) Any data or other information in support of the claim;

(3) A brief description of the Contractor's efforts to resolve the dispute prior to filing the claim; and

(4) The Contractor's request for relief or other action by the CO.

(b) The CO may meet with the Contractor in a further attempt to resolve the claim by agreement.

(c) For any claim of \$50,000.00 or less, the CO shall issue a decision within sixty (60) calendar days from receipt of a written request from a Contractor that a decision is rendered within that period.

(d) For any claim over \$50,000.00, the CO shall issue a decision within ninety (90) calendar days of receipt of the claim. Whenever possible, the CO shall take into account factors such as the size and complexity of the claim and the adequacy of the information in support of the claim provided by the Contractor.

- (e) The CO's written decision shall do the following:
  - (1) Provide a description of the claim or dispute;
  - (2) Refer to the pertinent contract terms;
  - (3) State the factual areas of agreement and disagreement;
  - (4) State the reasons for the decision, including any specific findings of fact, although specific findings of fact are not required and, if made, shall not be binding in any subsequent proceeding;
  - (5) If all or any part of the claim is determined to be valid, determine the amount of monetary settlement, the contract adjustment to be made, or other relief to be granted;
  - (6) Indicate that the written document is the CO's final decision; and
  - (7) Inform the Contractor of the right to seek further redress by appealing the decision to the Contract Appeals Board.
- (f) Any failure by the CO to issue a decision on a contract claim within the required time period will be deemed to be a denial of the claim, and will authorize the commencement of an appeal to the Contract Appeals Board as authorized by D.C. Official Code § 2-309.04.
- (g)
  - (1) If a Contractor is unable to support any part of his or her claim and it is determined that the inability is attributable to a material misrepresentation of fact or fraud on the part of the Contractor, the Contractor shall be liable to the District for an amount equal to the unsupported part of the claim in addition to all costs to the District attributable to the cost of reviewing that part of the Contractor's claim.
  - (2) Liability under paragraph (9)(1) shall be determined within six (6) years of the commission of the misrepresentation of fact or fraud.
- (h) The decision of the CO shall be final and not subject to review unless an administrative appeal or action for judicial review is timely commenced by the Contractor as authorized by D. C. Official Code § 2-309.04.
- (i) Pending final decision of an appeal, action, or final settlement, a Contractor shall proceed diligently with performance of the contract in accordance with the decision of the CO.

C. Claims by the District against a Contractor

- (a) Claim as used in Section C of this clause, means a written demand or written assertion by the District seeking, as a matter of right, the payment of money in a sum certain, the adjustment of contract terms, or other relief arising under or relating to this contract. A claim arising under a contract, unlike a claim relating to that contract, is a claim that can be resolved under a contract clause that provides for the relief sought by the claimant.
- (b) (1) The CO shall decide all claims by the District against a Contractor arising under or relating to a contract.

- (2) The CO shall send written notice of the claim to the Contractor. The CO's written decision shall do the following:
  - (a) Provide a description of the claim or dispute;
  - (b) Refer to the pertinent contract terms;
  - (c) State the factual areas of agreement and disagreement;
  - (d) State the reasons for the decision, including any specific findings of fact, although specific findings of fact are not required and, if made, shall not be binding in any subsequent proceeding;
  - (e) If all or any part of the claim is determined to be valid, determine the amount of monetary settlement, the contract adjustment to be made, or other relief to be granted;
  - (f) Indicate that the written document is the CO's final decision; and
  - (g) Inform the Contractor of the right to seek further redress by appealing the decision to the Contract Appeals Board.
- (3) The decision shall be supported by reasons and shall inform the Contractor of his or her rights as provided herein.
- (4) The authority contained in this clause shall not apply to a claim or dispute for penalties or forfeitures prescribed by statute or regulation which another District agency is specifically authorized to administer, settle, or determine.
- (5) This clause shall not authorize the CO to settle, compromise, pay, or otherwise adjust any claim involving fraud.
- (c) The decision of the CO shall be final and not subject to review unless an administrative appeal or action for judicial review is timely commenced by the District as authorized by D.C. Official Code §2-309.04.
- (d) Pending final decision of an appeal, action, or final settlement, the Contractor shall proceed diligently with performance of the contract in accordance with the decision of the CO.

## **I.9 CONFIDENTIALITY OF INFORMATION:**

The Contractor shall keep all the information obtained relating to any employee or customer of the District in absolute confidence, and shall not use it in connection with any other matters, or disclose it to any other person, firm, or corporation, in accordance with the District and Federal laws governing the confidentiality of records.

**I.10 TIME:**

Time or performance period, if stated in number of days, shall mean calendar days which includes Saturdays, Sundays, and holidays, unless stated otherwise therein.

**I.11 OTHER CONTRACTORS:**

The Contractor shall not commit or permit any act that will interfere with the performance of work by another District Contractor or by any District employee.

**I.12 INCORPORATION AND ORDER OF PRECEDENCE:**

The following documents are incorporated herein by reference and in case of any discrepancy the following Order Of Precedence shall apply: (1) Schedule For Demolition, Construction, Alteration, Repairs Prices (Section B), (2) Scope, Drawings (Section C), and Specifications (3) Special Contract Requirements (Section H), (4) Contract Clauses (Section I), (5) Standard Contract Provisions For Use With Specifications for District of Columbia Government Construction Projects, Revised January 2007(J.1.6), (6) Certifications and Representations (Section K), (7) Contractor's bid, First Source Employment Agreement, Sections D, E, F, G, L, and M, Required Labor Contract Provisions, The Living Wage Act Notice and Fact Sheet



## **PART III**

### **ATTACHMENTS**

#### **J.1 LIST OF ATTACHMENTS**

**All attachments shall be retrieved at [www.dcbiz.dc.gov](http://www.dcbiz.dc.gov) under “Procurement Opportunities unless stated otherwise herein**

**J.1.1** General Decision DC080002 dated 05/02/2008 (Separate Document) ([see website](#))

**J.1.2** Required Labor Contract Provisions

**J.1.3** The Living Wage Act Notice and Fact Sheet (Separate Document) ([see website](#))

**J.1.4** Standard Contract Provisions For Use With Specifications for District of Columbia Government Construction Projects, Revised January 2007 (Separate Document) ([see website](#))

#### **J.2 INCORPORATED ATTACHMENTS**

***(Bidders shall complete the following forms, located at [www.dcbiz.dc.gov](http://www.dcbiz.dc.gov) , under “Procurement Opportunities” and incorporate with their bid.)***

**J.2.1** E.E.O. Information and Mayor’s Order 85-85

**J.2.2** Tax Certification Affidavit

**J.2.3** First Source Employment Agreement

**ATTACHMENT J.1.2****REQUIRED LABOR CONTRACT PROVISIONS****PAYMENT OF PREDETERMINED MINIMUM WAGES****A. Standard Contract Clauses (Contracts exceeding \$2,000.00)****1. Minimum Wages**

- (i) All laborers and mechanics employed or working upon the site of the work (or under the United States Housing Act of 1937 or under the Housing Act of 1949 in the Contractor or developing of the project), will be paid unconditionally and not less often than once a week, and without subsequent deduction or rebate on any account (except such payroll deductions as are permitted by regulations issued by the Secretary of Labor, United States Department of Labor, hereinafter referred to as the Secretary of Labor, under the Copeland Act (29 CFT, Part 3), the full amount of wages and bona-fide fringe benefits (or cash equivalents thereof), due at the time of payment computed at rates not less than those contained in the wage determination of the Secretary of Labor which is attached hereto and made a part hereof, regardless of any contractual relationship which may be alleged to exist between the Contractor and such laborers and mechanics.

Contributions made or costs reasonably anticipated for bona-fide fringe benefits under Sections (1)(b)(2) of the Davis-Bacon Act on behalf of laborers or mechanics, are considered wages paid to such laborers or mechanics subject to the provisions of paragraph A(1)(iv) of this Section; also regular contributions made or costs incurred for more than a weekly period (but not less than often than quarterly) under plans, funds, or programs which cover the particular weekly period, are deemed to be constructively made or incurred during such weekly period. Such laborers and mechanics shall be paid the appropriate wage rate and fringe benefits on the wage determination for the classification of work actually performed, without regard to skill, except as provided in A(4).

Laborers or mechanics performing work in more than one classification may be compensated at the rate specified for each classification for the time actually worked therein:

Provided, that the employer's payroll records accurately set forth the time spent in each classification in which work is performed. The wage determination (including any additional classification and wage rates conformed under paragraph A(1)(ii) of this Section), and the Davis-Bacon poster (WH-1321) shall be posted at all times by the Contractor and its subcontractors at the site of the work in a prominent and accessible place where it can be easily seen by the workers.

- (ii) (A) The CO shall require that any class of laborers or mechanics which is not listed in the wage determination and which is to be employed under the contract shall be classified in conformance with the wage determination. The CO shall approve an additional classification and wage rate and fringe benefits therefore only when the following criteria have been met:

- (1) The work to be performed by the classification requested is not performed by a classification in the wage determination; and

The classification is utilized in the area by the construction industry; and

The proposed wage rate, including any bona-fide fringe benefits, bears a reasonable relationship to the wage rates contained in the wage determination.

- (B) If the Contractor and the laborers and mechanics to be employed in the classification (if known), or their representatives, agree with the classification and wage rate (including the amount designated for fringe benefits where appropriate), a report of the action taken shall be sent by the CO to the Administrator of the Wage and Hour Division, Employment Standards Administration, U. S. Department of Labor, Washington, D. C. 20210. The Administrator, or an authorized representative, will approve, modify, or disapprove every additional classification action within thirty (30) days of receipt and so advise the CO or will notify the CO within the thirty (30) day period that additional time is necessary.

- (A) In the event the Contractor, or the laborers or mechanics to be employed in the classification or their representatives, and the CO do not agree on the proposed classification and wage rate (including the amount designated for fringe benefits, where appropriate), the CO shall refer the questions, including the views of all interested parties and the recommendation of the CO, to the Administrator for determination. The Administrator, or an authorized representative, will issue a determination within thirty (30) days of receipt and so advise the CO or will notify the CO within the 30-day period that additional time is necessary.

- (B) The wage rate (including fringe benefits where appropriate), determined pursuant to sub-paragraphs (1)(B) or (1)(C) of this paragraph, shall be paid to all workers performing work in the classification under this contract from the first day on which work is performed in the classification.

- (iii) Whenever the minimum wage rate prescribed in the contract for a class of laborers or mechanics includes a fringe benefit which is not expressed as an hourly rate, the Contractor shall either pay the benefit as stated in the wage determination or shall pay another bona-fide fringe benefit or an hourly cash equivalent thereof.

- (iv) If the Contractor does not make payments to a trustee or other third person, the Contractor may consider, as part of the wages of any laborer or mechanic, the amount of any cost reasonably anticipated in providing bona-fide fringe benefits under a plan or program, Provided, that the Secretary of Labor has found, upon the written request of the Contractor, that the applicable standards of the Davis-Bacon Act have been met. The

Secretary of Labor may require the Contractor to set aside, in a separate account, assets for the meeting of obligations under the plan or program.

## **2. Withholding**

The CO shall, upon his or her own action or upon written request of an authorized representative of the United States Department of Labor, withhold or cause to be withheld from the Contractor, under this contract or any other Federal contract with the same prime Contractor, or any other Federally-assisted contract subject to Davis-Bacon prevailing wage requirements, which is held by the same Contractor, so much of the accrued payments or advances as may be considered necessary to pay laborers and mechanics, including apprentices, trainees, and helpers, employed by the Contractor or any subcontractor, the full amount of wages required by the contract. In the event of failure to pay any laborer or mechanic, including any apprentice, trainee, or helper, employed or working on the site of the work (or under the United States Housing Act of 1937 or under the Housing Act of 1949 in the construction or developing of the project), all or part of the wages required by the contract, the CO may, after written notice to the Contractor, sponsor, applicant, or owner, take such action as may be necessary to cause the suspension of any further payment, advance or guarantee of funds until such violations have ceased.

## **3. Payrolls and Basic Records**

- (i) Payrolls and basic records relating thereto shall be maintained by the Contractor during the course of the work and preserved for a period of three (3) years thereafter for all laborers and mechanics working at the site of the work (or under the United States Housing Act of 1937, or under the Housing Act of 1949, in the construction or development of the project). Such records shall contain the name, address, and social security number of each such worker, his or her correct classification, hourly rates of wages paid (including rates of contributions or costs anticipated for bona-fide fringe benefits or case equivalents thereof of the types described in Section 1(b) 2(B) of the Davis-Bacon Act), daily and weekly numbers of hours worked, deductions made and actual wages paid.

Whenever the Secretary of Labor has found under 29 CFR 5.5(a)(1)(iv) that the wages of any laborer or mechanic include the amount of any costs reasonably anticipated in providing benefits under a plan or program described in Section 1(b)(2)(B) of the Davis-Bacon Act, the Contractor shall maintain records which show that the commitment to provide such benefits is enforceable, that the plan or program is financially responsible, and that the plan or program has been communicated in writing to the laborers or mechanics affected, and records which show the costs anticipated or the actual cost incurred in providing such benefits. Contractors employing apprentices or trainees under approved programs shall maintain written evidence of the registration of apprenticeship programs, the certification of trainee programs, the registration of the apprentices and trainees, and the ratios and wage rates prescribed in the applicable programs.

- (ii) (A) The Contractor shall submit weekly, for each week in which any contract work is performed, a copy of all payrolls to the District of Columbia Government if

the agency is a party to the contract, but if the agency is not such a party, the Contractor will submit the payrolls to the applicant, sponsor, or owner, as the case may be, for transmission to the District of completely all of the information required to be maintained under 5.5(a)(3)(I) of Regulations, 29 CFR Part 5. This information may be submitted in any form desired. Optional Form WH-347 is available for this purpose and may be purchased from the Superintendent of Documents (Federal Stock Number 029-005-00014-1), U. S. Government Printing Office, Washington, D.C. 20402. The prime Contractor is responsible for the submission of copies of payrolls by all subcontractors.

- (B) Each payroll submitted shall be accompanied by a "Statement of Compliance" signed by the Contractor or subcontractor or his or her agent who pays or supervises the payment of the persons employed under the contract and shall certify the following:
    - (1) That the payroll for the payroll period contains the information required to be maintained under 5.5(a) (3) (I) of Regulations, 29 CFR Part 5 and that such information is correct and complete;
    - (2) That each laborer or mechanic (including each helper, apprentice, and trainee), employed on the contract during the payroll period has been paid the full weekly wages earned, without rebate, directly or indirectly, and that no deductions have been made either directly or indirectly from the full wages earned, other than permissible deductions as set forth in Regulations, 29 CFR Part 3;
    - (3) That each laborer or mechanic has been paid not less than the applicable wage rates and fringe benefits or cash equivalents for the classification of work performed, as specified in the applicable wage determination incorporated into the contract.
  - (C) The weekly submission of a properly executed certification set forth on the reverse side of Optional Form WH-347 shall satisfy the requirement for submission of the "Statement of Compliance" required by paragraphs (a)(3)(ii)(B) of this section.
  - (D) The Contractor shall notify the CO, in writing, of all periods of which no work is performed. This notification applies to the prime Contractor and to all subcontractors.
  - (E) The falsification of any of the above certifications may subject the Contractor or subcontractor to civil or criminal prosecution under Section 1001 of Title 18 and Section 231 of Title 31 of the United States Code.
- (iii) The Contractor or subcontractor shall make the records required under paragraph A(3)(I) of this section available for inspection, copying or transcribing by authorized representatives of the CO or the United States Department of Labor, and shall

permit such representatives to interview employees during working hours on the job. If the Contractor or subcontractor fails to submit the required records or to make them available, the Federal agency may, after written notice to the Contractor, sponsor, applicant, or owner, take such action as may be necessary to cause the suspension of any further payment, advance, or guarantee of funds.

Furthermore, failure to submit the required records upon request or to make such records available may be grounds for debarment action pursuant to 29 CFR 5.12.

#### **4. Apprentices and Trainees**

- (i) **Apprentices.** Apprentices will be permitted to work at less than the predetermined rate for the work they performed when they are employed pursuant to and individually registered in a bona-fide apprenticeship program registered with the U.S. Department of Labor, Employment and Training Administration, Bureau of Apprenticeship and Training, or with a State Apprenticeship Agency recognized by the Bureau, or if a person is employed in his or her first 90 days of probationary employment as an apprentice in such as apprenticeship program, who is not individually registered in the program, but who has been certified by the Bureau of Apprenticeship and Training or a State Apprenticeship Agency (where appropriate), to be eligible for probationary employment as an apprentice. The allowable ratio of apprentices to journeymen on the job site in any craft classification shall not be greater than the ratio permitted to the Contractor as to the entire work force under the registered program. Any worker listed on a payroll at an apprentice wage rate, who is not registered or otherwise employed as stated above, shall be paid not less than the applicable wage rate on the wage determination for the classification of work actually performed. In addition, any apprentice performing work on the job site in excess of the ratio permitted under the registered program shall be paid not less than the applicable wage rate on the wage determination for the work actually performed. Where a Contractor is performing construction on a project in a locality other than that in which its program is registered, the ratios and wage rates (expressed in percentages of the journeyman's hourly rate) specified in the Contractor's or subcontractor's registered program shall be observed. Every apprentice must be paid at not less than the rate specified in the registered program for the apprentice's level of progress, expressed as a percentage of the journeymen hourly rate specified in the applicable wage determination. Apprentices shall be paid fringe benefits in accordance with the provisions of the apprenticeship program. If the apprenticeship program does not specify fringe benefits, apprentices must be paid the full amount of fringe benefits listed on the wage determination for the applicable classification. If the Administrator determines that a different practice prevails for the applicable apprentice classification, fringes shall be paid in accordance with that determination. In the event the Bureau of Apprenticeship and Training, or a State Apprenticeship Agency recognized by the Bureau, withdraws approval of an apprenticeship program, the Contractor will no longer be permitted to utilize apprentices at less than the applicable predetermined rate for the work performed until an acceptable program is approved.

- (2). Trainees. Except as provided in 20 CFR 5.16, trainees will not be permitted to work at less than the predetermined rate for the work performed unless they are employed pursuant to and individually registered in a program which has received prior approval, evidenced by formal certification by the U.S. Department of Labor, Employment and Training Administration. The ratio of trainees to journeymen on the job site shall not be greater than permitted under the plan approved by the Employment and Training Administration. Every trainee must be paid at not less than the rate specified in the approved program for the trainee's level of progress, expressed as a percentage of the journeymen hourly rate specified in the applicable wage determination.

Trainees shall be paid fringe benefits in accordance with the provisions of the trainee program. If the trainee program does not mention fringe benefits, trainees shall be paid the full amount of fringe benefits listed on wage determination unless the Administrator of the Wage and Hour Division determines that there is an apprenticeship program associated with the corresponding journeyman wage rate on the wage determination, which provides for less than full fringe benefits for apprentices. Any employee listed on the payroll at a trainee rate whose not registered and participating in a training plan approved by the Employment and Training Administration shall be paid not less than the applicable wage rate on the wage determination for the classification of work actually performed.

In the event the Employment and Training Administration withdraws approval of a training program, the Contractor will no longer be permitted to utilize trainees at less than the applicable predetermined rate for the work performed until an acceptable program is approved.

Equal Employment Opportunity. The utilization of apprentices, trainees, and journeymen under this part shall be in conformity with the equal employment opportunity requirements and Executive Order 11246, as amended and 29 CFR Part 30.

## **5. Compliance with Copeland Act Requirements**

The Contractor shall comply with the requirements of 29 CFR Part 3, which are incorporated by reference in this contract.

## **6. Subcontracts**

The Contractor or subcontractor shall insert in any subcontracts, the clauses contained in 29 CFR 5.5(a)(1) through (10) and such other clauses as the CO may, by appropriate instructions require, and also a clause requiring the subcontractors to include these clauses in any lower tier subcontracts. The prime Contractor shall be responsible for the compliance by any subcontractor with all the contract clauses in 29 CFR 5.5.

## **7. Contract Termination: Debarment**

A breach of the contract clauses in 29 CFR 5.5 may be grounds for termination of the contract, and for debarment as a Contractor and a subcontractor as provided in 29 CFR 5.12.

**8. Compliance with Davis-Bacon and Related Act Requirements**

All rulings and interpretations of the Davis-Bacon and related Acts contained in 20 CFR Parts 1, 3 and 5 are herein incorporated by reference in this contract.

**9. Disputes Concerning Labor Standards**

Disputes arising out of the labor standards provisions of this contract shall not be subject to the general disputes clause of this contract. Such disputes shall be resolved in accordance with the procedures of the Department of Labor set forth in 29 CFR Parts 5, 6 and 7. Disputes within the meaning of this clause include disputes between the Contractor (or any of its subcontractors) and the contracting agency, the U. S. Department of Labor, or the employees or their representatives.

**10. Certification of Eligibility**

A. By entering into this contract, the Contractor certifies that neither it (nor he or she), nor any person or firm who has an interest in the Contractor's firm who has an interest in the Contractor's firm is a person or firm ineligible to be awarded Government contracts by virtue of Section 3(a) of the Davis-Bacon Act or 29 CFR 5.12(a)(1).

(i) No part of this contract shall be subcontracted to any person or firm ineligible for award of a Government contract by virtue of Section 3(a) of the Davis-Bacon Act or 29 CFR 5.12(a)(1).

(ii) The penalty for making false statements is prescribed in the U. S. Criminal Code, 18 U.S.C. 1001.

**B. Contract Work Hours and Safety Standards Act**

The Agency Head shall cause or require the CO to insert the following clauses set forth in paragraphs B(1), (2), (3), and (4) of this Section in full, in any contract subject to the overtime provisions of the contract Work Hours and Safety Standards Act. These clauses shall be inserted in addition to the clauses required by 5.5(a) or 4.6 of Part 4 of 29 CFR. As used in this paragraph, the terms "laborers" and "mechanics" include watchmen and guards.

**1. Overtime Requirements**

No Contractor or subcontractor contracting for any part of the contract work may require or involve the employment of laborers or mechanics shall require or permit any such laborer or mechanic in any work week in which he or she is employed on such work to work in excess of forty hours in such work week



unless such laborer or mechanic receives compensation at a rate not less than one and one-half times the basic rate of pay for all hours worked in excess of forty hours in such work week, whichever is greater.

**2. Violation: Liability for Unpaid Wages:**

**Liquidated Damages**

In the event of any violation of the clause set forth in subparagraph (1) of this paragraph, the Contractor and any subcontractor responsible therefore shall be liable for the unpaid wages. In addition, such Contractor and subcontractor shall be liable to the United States (in the case of work done under contract for the District of Columbia or a territory, to such District or to such territory) for liquidated damages. Such liquidated damages shall be computed with respect to each individual laborer or mechanic, including watchmen and guards, employed in violation of the clause set forth in subparagraph (1) of this paragraph, in the sum of \$10.00 for each calendar day on which such individual was required or permitted to work in excess of the standard work week of forty hours without payment of the overtime wages required by the clauses set forth in subparagraphs (1) of this paragraph.

**3. Withholding for Unpaid Wages and Liquidated Damages**

The CO shall, upon his own action or upon written request of an authorized representative of the Department of Labor, withhold or cause to be withheld, from any moneys payable on account of work performed by the Contractor or subcontractor under any such contract or any other Federal contract with the same prime Contractor, or any other Federally-assisted contract, subject to the Contract Work Hours and Safety Standards Act, which is held by the same prime Contractor, such sums as may be determined to be necessary to satisfy any liabilities of such

Contractor or subcontractor for unpaid wages and liquidated damages as provided in the clause set forth in subparagraph (2) of this paragraph.

**4. Subcontracts**

The Contractor or subcontractor shall insert in any subcontracts, the clauses set forth in subparagraphs (1) through (4) of this paragraph and also a clause requiring the subcontractors to include these clauses in any lower tier subcontracts. The prime Contractor shall be responsible for compliance by any subcontractor or lower tier subcontractor with the clauses set forth in subparagraphs (1) through (4) of this paragraph.

**C. Contract Work Hours and Safety Standards Act**

In addition to the clauses contained in paragraph B, in any contract subject only to the Contract Work Hours and Safety Standards Act and not to any of the other statutes cited in 5.1, the Agency Head shall cause or require the CO to insert a clause requiring that the Contractor or subcontractor shall maintain payrolls and basic payroll records during the course of the work and shall preserve them for a period of three (3) years from the completion of the contract for all laborers and mechanics, including guards and watchmen, working on the contract. Such records shall contain the name and address of each such employee, social security number, correct classification, hourly rates of wages paid, daily and weekly number of hours worked, deductions made, and actual wages paid. Further, the Agency Head shall cause or require the CO to insert in any such contract, a clause providing that the records to be maintained under this paragraph shall be made available by the Contractor or subcontractor for inspection, copying, or transcription by authorized representatives of the CO and the Department of Labor, and the Contractor or subcontractor will permit such representatives to interview employees during working hours on the job.

## **SPECIAL STIPULATIONS PERTAINING TO WAGE RATES**

RATES OF WAGES determined by the Secretary of Labor, shall apply if the contract is in excess of \$2,000.00 in amount. The Secretary of Labor has determined that the wage rates for various classes of mechanics and laborers, enumerated in the attached schedule, were prevailing in the area in which the work is to be performed at the time of Invitation for Bids.

Each class of laborers and mechanics listed in the attached schedule shall receive not less than the minimum rate of wage specified therein. In the event that it becomes necessary to employ any laborer or mechanic whose work is not covered by any of the classifications in said schedule, he shall be paid not less than the prevailing rates of wages for the class of work done by him. Such rate shall be predetermined by the Department of Labor through the Materiel Management Officer. In case any disputes arises as to what are the prevailing rates of wages for work of similar nature, which cannot be adjusted by the CO, the matter shall be referred to the Secretary of Labor for determination, whose decisions thereon shall be conclusive on all parties.

While the wage rates listed have been determined to be the prevailing rates for the occupations specified, and the minimum allowable under this specification, it is the responsibility of the Contractors to inform themselves as to the local labor market and conditions, including any pending legislation or existing collective bargaining agreements which provide for future increase in rates.

The Contractor shall abide by and conform to all applicable laws, Executive Orders, regulations and orders of Federal Agencies authorized to pass upon and determine wage rates. No increase in the contract price shall be allowed or authorized on account of the payment of wage rates in excess of those listed.

The District of Columbia may award contracts for other work at the building and site, and this Contractor shall fully cooperate with such other Contractors and shall not commit or permit any act

in connection with employment of labor, or otherwise, which will interfere with the performance of work by any other Contractor.

Bidders are required to fully inform themselves on the conditions relating to construction and labor under

Which work is now being performed, and this Contractor must employ such methods and means in carrying

out his work as will not cause any interruption or interference with any other Contractor.

**PART IV**

**SECTION K: CERTIFICATIONS, REPRESENTATIONS AND OTHER  
STATEMENTS OF BIDDERS**

- K.1 Certification of Eligibility**
- K.2 Certification Regarding Debarment, Suspension, Ineligibility and Voluntary Exclusion-Lower Tier Covered Transaction**
- K.3 Payment to Subcontractor and Suppliers Certification**
- K.4 Subcontracting Plan**
- K.5 Bid Bond**
- K.6 Certification of Independent Price Determination**
- K.7 Employment Agreement**
- K.8 Certification under “Buy American Act” (applicable to purchase of material and equipment)**
- K.9 Certification as to Type of Business Organization**

**K.1****CERTIFICATION OF ELIGIBILITY**

\_\_\_\_\_, being duly sworn (or  
(President or Authorized Official of Bidder)

under penalty of perjury under the laws of the United States), certifies that, except as noted below, (the Company) or any person associated therewith in the capacity of (owner, partner, director, officer, principal investigator, project director, manager, auditor, or any position involving the administration of federal funds):

is not currently under suspension, debarment, voluntary exclusion, or determination of ineligibility under any Federal, District or State statutes;

has not been suspended, debarred, voluntarily excluded or determined ineligible by an Federal, District or state agency within the past three (3) years;

does not have a proposed debarment pending; and

has not been indicted, convicted, or had a civil judgment rendered against (it) by a court of competent jurisdiction in any matter involving fraud or official misconduct within the past three (3) years.

Exceptions will not necessarily result in denial of award, but will be considered in determining acceptability of offeror. For any exception noted, indicate below to whom it applies, initiating agency, and dates of action. Providing false information may result in criminal prosecution or administrative sanctions.

\_\_\_\_\_

\_\_\_\_\_  
Contractor

\_\_\_\_\_  
President or Authorized Official

\_\_\_\_\_  
Date

\_\_\_\_\_  
Title

The penalties for making false statements are prescribed in the Program Fraud Civil Remedies Act of 1986 (Public Law 99-509, 31 U.S.C. 3801-3812).

Subscribed and sworn before me this \_\_\_\_\_ day of \_\_\_\_\_

At \_\_\_\_\_  
City and State

\_\_\_\_\_  
Notary Seal

\_\_\_\_\_  
Notary Public

**K.2**

**CERTIFICATION REGARDING DEBARMENT  
SUSPENSION, INELIGIBILITY AND VOLUNTARY EXCLUSION  
LOWER TIER COVERED TRANSACTION**

\_\_\_\_\_, being duly sworn (or  
(President or Authorized Official of Bidder)

under penalty of perjury under the laws of the United States), certifies that, except as noted below, (the Company) or any person associated therewith in the capacity of (owner, partner, director, officer, principal investigator, project director, manager, auditor, or any position involving the administration of federal funds):

is not currently under suspension, debarment, voluntary exclusion, or determination of ineligibility under any Federal, District or State statutes;

has not been suspended, debarred, voluntarily excluded or determined ineligible by an Federal, District or state agency within the past three (3) years;

does not have a proposed debarment pending; and

has not been indicted, convicted, or had a civil judgment rendered against (it) by a court of competent jurisdiction in any matter involving fraud or official misconduct within the past three (3) years.

Exceptions will not necessarily result in denial of award, but will be considered in determining acceptability of offeror. For any exception noted, indicate below to whom it applies, initiating agency, and dates of action. Providing false information may result in criminal prosecution or administrative sanctions.

_____ Contractor	_____ President or Authorized Official
_____ Date	_____ Title

The penalties for making false statements are prescribed in the Program Fraud Civil Remedies Act of 1986 (Public Law 99-509, 31 U.S.C. 3801-3812).

Subscribed and sworn before me this \_\_\_ day \_\_\_\_\_

At \_\_\_\_\_  
City and State

\_\_\_\_\_  
Notary Seal

\_\_\_\_\_  
Notary Public

**K.3****PAYMENT TO SUBCONTRACTOR AND SUPPLIERS CERTIFICATE**

The Contractor, prior to receiving a progress payment, shall submit to the CO, certification that the Contractor has made and will make timely payments to his subcontractor and suppliers per his contractual arrangements with them.

The certification must be accompanied by a list of all subcontractor and suppliers who will receive payment from the invoice and the dollar amount. Payment will not be made until the Prime Contractor submits this information.

Certification shall be made on the following standard form.

To:

***Jonathan R. Butler, Director of Contracts  
Office of the Deputy Mayor for Planning & Economic Development  
2025 M. St. NW Suite 600  
Washington, D.C. 20036***

I hereby certify:

I have made and/or will make timely payments to all my subcontractor and suppliers per my contractual arrangements with them.

---

Contractor/Company Name

---

Signature of Official

---

Date

---

Title

## K.4 SUBCONTRACTING PLAN

Page 1 of 2

### PRIME CONTRACTOR INFORMATION:

Company: _____ Street Address: _____ City & Zip Code: : _____ Phone Number: _____ Fax: _____ Email Address: _____	Solicitation Number: _____ Contractor's Tax ID Number: _____ Caption of Plan: _____ _____ _____
Project Name: _____ Address: _____ _____ Project Descriptions: _____ _____ _____	Duration of the Plan: From _____ to _____ Total Prime Contract Value: \$ _____ Amount of Contract (excluding the cost of materials, goods, supplies and equipment) \$ _____ Amount of all Subcontracts: \$ _____ LSDBE Total: \$ _____ equals _____% <div style="display: flex; justify-content: space-between; font-weight: bold;"> <span>LSDBE Subcontract Value</span> <span>Percentage Set Aside</span> </div>

### CONTRACTOR INFORMATION: (use continuation sheet for additional subcontracts)

Name	Address & Telephone No.	Type of Work	NIGP Code(s)	Description of Work
Total Amount Set Aside: \$ _____ Percentage of Total Set Aside Amount : _____% Tier: : _____ <div style="text-align: center; font-size: small;">1<sup>st</sup>, 2<sup>nd</sup>, 3<sup>rd</sup></div> LSDBE Certification Number: _____ <div style="display: flex; align-items: center;"> <div style="margin-right: 10px;">             Certification Status:              (check all that apply)           </div> <div style="display: flex; gap: 5px;"> <div style="border: 1px solid black; padding: 2px 5px;">SBE:</div> <div style="border: 1px solid black; padding: 2px 5px;">LBE:</div> <div style="border: 1px solid black; padding: 2px 5px;">DBE:</div> <div style="border: 1px solid black; padding: 2px 5px;">DZE:</div> <div style="border: 1px solid black; padding: 2px 5px;">ROB:</div> <div style="border: 1px solid black; padding: 2px 5px;">LRB:</div> </div> </div>			Point of Contact: _____ <div style="text-align: right; font-size: small;">Name (Print)</div> Contact Telephone Number: _____ Fax Number: _____ Email Address: _____	

(List each subcontractor at any tier that will be awarded a subcontract to meet your total set aside goal.)

### CERTIFICATIONS

The prime contractor shall attach a **notarized** statement including the following:

- a. A **description of the efforts** the prime contractor will make to ensure that LBEs, DBEs, ROB, SBEs, LRBs, or DZEs will have an equitable opportunity to compete for subcontracts;
- b. In all subcontracts that offer **further subcontracting opportunities**, assurances that the prime contractor will include a statement, approved by the contracting officer, that the subcontractor will adopt a subcontracting plan similar to the subcontracting plan required by the contract;
- c. **Assurances** that the prime contractor will cooperate in any studies or surveys that may be required by the contracting officer, and submit periodic reports, as requested by the contracting officer, to allow the District to determine the extent of **compliance** by the prime contractor with the subcontracting plan;
- d. Listing of the type of **records** the prime contractor will maintain to demonstrate procedures adopted to comply with the requirements set forth in the subcontracting plan, and include assurances that the prime contractor will make such records available for review upon the District's request; and
- e. A description of the prime contractor's recent **efforts to locate LBEs, DBEs, SBEs, DZEs, LRBs, and ROB, and to award subcontracts to them.**

### PERSON PREPARING THE SUBCONTRACTING PLAN:

Name: _____ <div style="text-align: right; font-size: small;">(Print)</div> Telephone Number: (    ) _____ - _____ Fax Number: (    ) _____ - _____ Email Address: _____	Signature: _____ Title: _____ Date: _____
---	---

Date Plan Received by Contracting Officer: \_\_\_\_\_

Report: ☐ Acceptable

☐ Not Acceptable

Contract Number: \_\_\_\_\_

Name of Contracting Officer

Signature

Date

**FOR  
CONTRACTING  
OFFICER  
USE  
ONLY**



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Total Amount Set Aside: \$ _____		Point of Contact: _____							
Percentage of Total Set Aside Amount : _____ %		Name (Print) _____							
Tier: : _____ 1 <sup>st</sup> , 2 <sup>nd</sup> , 3 <sup>rd</sup>		Contact Telephone Number: _____							
LSDBE Certification Number: _____		Fax Number: _____							
Certification Status: (check all that apply)	<table border="1"><tr><td>SBE:</td><td>LBE:</td><td>DBE:</td><td>DZE:</td><td>ROB:</td><td>LRB:</td></tr></table>	SBE:	LBE:	DBE:	DZE:	ROB:	LRB:	Email Address: _____	
SBE:	LBE:	DBE:	DZE:	ROB:	LRB:				

## K.5

## GOVERNMENT OF THE DISTRICT OF COLUMBIA

<b>BID BOND</b> (See Instructions on 2 <sup>nd</sup> page)	<b>Date Bond Executed:</b> (Must Not be Later Than Bid Opening Date)			
<b>PRINCIPAL (Legal Name and Address)</b>	<b>TYPE OF ORGANIZATION ("X")</b>			
	<input type="checkbox"/> INDIVIDUAL		<input type="checkbox"/> PARTNERSHIP	
	<input type="checkbox"/> JOINT VENTURE		<input type="checkbox"/> CORPORATION	
	<b>STATE OF INCORPORATION</b>			
<b>SURETY(IES) (Name(s) and Address(es))</b>	<b>PENAL SUM OF BOND</b>			
	<b>AMOUNT NOT TO EXCEED</b>			<b>5% OF BID</b>
	<b>MILLION(S)</b>	<b>THOUSAND(S)</b>	<b>HUNDRED(S)</b>	
	<b>BID IDENTIFICATION</b>			
	<b>BID OPENING DATE</b>		<b>INVITATION NO.</b>	

KNOW ALL MEN BY THESE PRESENTS, that we, the Principal and Surety(ies) hereto are firmly bound to the District of Columbia Government, a municipal corporation, hereinafter called "the District", in the above penal sum for the payment of which we bind ourselves, our heirs, executors, and successors, jointly and severally; Provided that, where the Surety(ies) are corporations acting as co-sureties, we, the Sureties, bind ourselves in such sum "jointly" and "severally" only for the purpose of allowing a joint action against any or all of us, and for all other purposes each Surety bonds itself, jointly and severally with the Principal, for the payment of such sum only as is set forth opposite the name of such Surety, but if no limit of liability is indicated, the limit of liability shall be the full amount of the penal sum.

THE CONDITION OF THIS OBLIGATION IS SUCH that whereas the Principal has submitted the bid identified above. NOW THEREFORE, if the Principal shall not withdraw said bid within the period specified therein after the receipt of the same, or, no period be specified, within ninety (90) calendar days after said receipt, and shall within the period specified therefore, or, if no period be specified, within ten (10) calendar days after being called upon to do so, furnish Performance & Payment Bonds with good and sufficient surety, as may be required, for the faithful performance and proper fulfillment of the Contract, and for the protection of all persons supplying labor and material in the prosecution of the work provided for in such Contract or, in the event of withdrawal of said bid, within the period specified, or the failure to furnish such bond within the time specified, if the Principal shall pay the District the difference between the amount specified in said bid and the amount for which the District may procure the required work and/or supplies, if the latter amount be in excess of the former, then the above obligations shall be void and of no effect, otherwise to remain in full force and virtue. Each Surety executing this bond hereby agrees that its obligation shall not be impaired by extension(s) of time for acceptance of the bid that the Principal may grant to the District, notice of which extension(s) to Surety (ies) being hereby waived: Provided that such waiver of notice shall apply only with respect to extensions aggregating not more than sixty (60) calendar days in addition to the period originally allowed for acceptance of the bid.

IN WITNESS WHEREOF, the Principal and Surety (ies) have executed this bid bond and have affixed their seals on the date set forth above.

## PRINCIPAL

<b>1. SIGNATURE</b>	<b>1. ATTEST</b>	<b>Corporate Seal</b>
<b>Seal</b>		
<b>Name &amp; Title (typed)</b>	<b>Name &amp; Title (typed)</b>	
<b>2. SIGNATURE</b>	<b>2. ATTEST</b>	<b>Corporate Seal</b>
<b>Seal</b>		
<b>Name &amp; Title (typed)</b>	<b>Name &amp; Title (typed)</b>	

**CERTIFICATE AS TO CORPORATION**

I, \_\_\_\_\_, certify that I  
am \_\_\_\_\_,  
Secretary of the Corporation, named as Principal herein, that \_\_\_\_\_, who signed this  
bond, on  
behalf of the Principal, was then of said Corporation; that I know his signature, and his signature thereto is genuine;  
that said bond was duly signed and sealed for and in behalf of said Corporation by authority of its governing body,  
and is within the scope of its corporate powers.

\_\_\_\_\_  
Secretary of Corporation

**SURETY(IES)**

<b>1. Name &amp; Address (typed)</b>	<b>State of Inc.</b>	<b>Liability Limit</b>	<b>Corporate Seal</b>
<b>Signature of Attorney-in-Fact</b>	<b>Attest (Signature)</b>		
<b>Name &amp; Address (typed)</b>	<b>Name &amp; Address (typed)</b>		
<b>1. Name &amp; Address (typed)</b>	<b>State of Inc.</b>	<b>Liability Limit</b>	<b>Corporate Seal</b>
<b>Signature of Attorney-in-Fact</b>	<b>Attest (Signature)</b>		
<b>Name &amp; Address (typed)</b>	<b>Name &amp; Address (typed)</b>		

**INSTRUCTIONS**

1. This form shall be used whenever a bid guaranty is required in connection with construction, alteration and repair work.
2. Corporations name should appear exactly as it does on Corporate Seal and inserted in the space designated "Principal" on the face of this form. If practicable, bond should be signed by the President or Vice President; if signed by other official, evidence of authority must be furnished. Such evidence should be in the form of an Extract or Minutes of a Meeting of the Board of Directors, or Extract of Bylaws, certified by the Corporate Secretary, or Assistant Secretary and Corporate Seal affixed thereto. CERTIFICATE AS TO CORPORATION must be executed by Corporate Secretary or Assistant Secretary.
3. Corporations executing the bond as sureties must be among those appearing on the U. S. Treasury Department's List of approved sureties and must be acting within the limitations set forth therein, and shall be licensed by the Insurance Administration, Department of Consumer and Regulatory Affairs, to do business in the District of Columbia. The surety shall attach hereto an adequate Power-Of-Authority for each representative signing the bond.
4. Corporations executing the bond shall affix their Corporate Seals. Individuals shall sign full first name, middle initial and last name opposite the word "seal", two witnesses must be supplied, and their addresses, under the word "attest". If executed in Maine or New Hampshire, an adhesive seal shall be affixed.
5. Names of all partners must be set out in body of bond form, with the recital that they are partners composing a firm, naming it, and all members of the firm shall execute the bond as individuals. Each signature must be witnessed by two persons and addresses supplied.

**K.6****CERTIFICATION OF INDEPENDENT PRICE DETERMINATION**

- A. Each signature of the Bidder is considered to be a certification by the signatory that:
- (a) The prices in this Bid have been arrived at independently, without, for the purpose of restricting competition, any consultation, communication, or agreement with any Bidder or competitor relating to:
    - (i) those prices
    - (ii) the intention to submit a Bid, or
    - (iii) the methods or factors used to calculate the prices in the Bid;
  - (b) The prices in this Contract have not been and will not be knowingly disclosed by the Bidder, directly, to any other Bidder or competitor before Contract opening unless otherwise required by law; and
  - (c) No attempt has been made or will be made by the Bidder to induce any other concern to submit or not to submit a Bid for the purpose of restricting competition.
- B. Each signature on the bid is considered to be a certification by the signatory that the signatory;
- (a) Is the person in the Bidder's organization responsible for determining the prices being offered in this Bid, and that the signatory has not participated and will not participate in any action contrary to subparagraphs A(a) through A(c) above; or
    - (i) Has been authorized, in writing, to act as agent for the following principals in certifying that those principals have not participated, and will not participate in any action contrary to subparagraphs A(a) through A(c) above:

---

(insert full name of person(s) in the organization responsible for determining the prices offered in this Contract and the title of his or her position in the Bidder's organization);

    - (ii) As an authorized agent, does certify that the principals named in subsection B(2)(i) above have not participated, and will not participate, in any action contrary to subparagraphs A(a) through A(c) above; and
    - (iii) As an agent, has not participated, and will not participate, in any action contrary to subparagraphs A (a) through A(c) above.
- C. If the Bidder deletes or modifies subparagraph A (b) above, the Bidder must furnish with its offer a signed statement setting forth in detail the circumstances of the disclosure.

**K.7****EMPLOYMENT AGREEMENT**

For all new employment resulting from this contract or subcontracts hereto, as defined in Mayor's Order 83-265 and implementing instructions, the Contractor shall use its best efforts to comply with the following basic goal and objectives for utilization of bona fide residents of the District of Columbia in each project's labor force:

at least fifty-one (51) percent of apprentices and trainees employed shall be residents of the District of Columbia registered in programs approved by the District of Columbia Apprenticeship Council.

The Contractor shall negotiate an Employment Agreement with the DOES for jobs created as a result of this contract. The DOES shall be the Contractor's first source of referral for qualified apprentices and trainees in the implementation of employment goals contained in this clause.

---

Date

---

Authorized Signature

**K.8**

**BUY AMERICAN CERTIFICATION**

The Bidder hereby certifies that each end product, except the end products listed below, is a domestic end product, and that components of unknown origin are considered to have been mined, produced, or manufactured outside the United States.

\_\_\_\_\_EXCLUDED END PRODUCTS

\_\_\_\_\_COUNTRY OF ORIGIN

**K.9**

**TYPE OF BUSINESS ORGANIZATION**

The Bidder, by checking the applicable box, represents that

(1) It operates as:

a corporation incorporated under the laws of the State of \_\_\_\_\_  
an individual,  
a partnership,  
a nonprofit organization, or  
a joint venture; or

(2) If the Bidder is a foreign entity, it operates as:

an individual,  
a joint venture, or  
a corporation registered for business in \_\_\_\_\_  
(Country)



## **PART V**

### **SECTION L - INSTRUCTIONS, CONDITIONS AND NOTICES TO BIDDERS**

#### **L.1 SITE VISIT:**

[Mandatory Site Visit](#) - prospective bidders shall visit the site of the proposed work to inspect and familiarize themselves with the extent of the work. Failure to thoroughly investigate said job conditions will not be accepted as a proper basis for considering an alleged error in bid or for payment of extras under, or revision to, the contract or in any other way as grounds for asserting a claim against the District. A site visit will be conducted immediately following the pre-bid conference. Prospective bidders are required to attend.

#### **L.2 PRE-BID CONFERENCE:**

A pre-bid conference to discuss the contents of this solicitation and other pertinent matters will be held at [10:00 a.m. local time, on Monday September 15, 2008](#) at the following location followed by a [mandatory site visit at 11:30 am](#):

***PRE-BID LOCATION:*** 2025 M Street, NW Suite 600 Washington, DC 20036

***MANDATORY SITE VISIT LOCATION:*** Diamond Teague Park- First St. SE and Potomac Ave SE across from National Stadium

Prospective bidders will be given an opportunity to ask questions regarding this solicitation at the conference. The purpose of the conference is to provide a structured and formal opportunity for the District to accept questions from bidders on the solicitation document as well as to clarify the contents of the solicitation. Attending bidders must complete the Pre-Bid Conference Attendance Roster at the conference so that bidder attendance can be properly recorded.

Impromptu questions will be permitted and spontaneous answers will be provided at the District's discretion. Verbal answers given at the pre-bid conference are only intended for general discussion and do not represent the Department's final position. All oral questions must be submitted in writing following the close of the pre-bid conference but no later than five working days after the pre-bid conference in order to generate an official answer. Official answers will be provided in writing to all prospective bidders who are listed on the official bidder's list as having received a copy of the solicitation. Answers will also be posted on the DMPED website at [www.dcbiz.dc.gov](http://www.dcbiz.dc.gov).

#### **L.3 POST AWARD CONFERENCE:**

A post award conference with the Contractor may be required. If so, it will be scheduled within 10 calendar days after the date of contract award. The Contractor will be notified of the exact date and time. The conference will be held at the following address:

**Office of Contracts  
2025 M Street, NW Suite 600  
Washington, DC 20036**

**L.4 CONTRACT AWARD:**

- A. The Contracting Officer may reject all bids or waive any minor informality or irregularity in bids received whenever it is determined that such action is in the best interest of the District.
- B. **Evaluation of Bids** - The District intends, but is not obligated, to award to the responsible and responsive bidder who submits the lowest evaluated bid, considering allowable preferences. The District will make award to the lowest evaluated bidder which will be determined by applying to the lump sum price offered by each bidder in response to Section B, the appropriate preferences for each bidder according to Section M.1.

**L.5 PREPARATION AND SUBMISSION OF BIDS:**

Bidders shall submit **one (1) signed original** plus **two (2) copies** of the bid. The District will not accept a facsimile copy of a bid as an original bid. All items accepted by the District, all pages of the IFB, all attachments and all documents containing the Bidder's offer shall constitute the formal contract.

Each bid shall be submitted in a sealed envelope conspicuously marked on the outside:

**"Bid in Response to Solicitation No.: [DCEB-DMPED-08-R-DEMO-91240-DTP](#)"**

- L.5.1** The original bid shall govern if there is a variance between the original bid and the copy submitted by the bidder. Each bidder shall return the complete solicitation as its bid.
- L.5.2** The District may reject as non-responsive any bid that fails to conform in any material respect to the IFB.
- L.5.3** The District may also reject as non-responsive any bids submitted on forms not included in or required by the solicitation, or if the solicitation package is obtained from any source other than the District's official source listed below. Bidders shall make no changes to the requirements set forth in the solicitation.

**L.6 BID SUBMISSION DATE AND TIME – BID OPENING:**

Bids must be submitted no later than **[12:00 noon local time on September 25, 2008.](#)**

**L.7 WITHDRAWAL OR MODIFICATION OF BIDS:**

A Bidder may modify or withdraw its bid upon written, telegraphic notice, or facsimile transmission if received at the location designated in the solicitation for submission of bids, but not later than the exact time set for opening of bids.

**L.8 LATE SUBMISSIONS, LATE MODIFICATIONS, AND LATE WITHDRAWALS:**

- A. Bids, modifications to bids, or requests for withdrawals that are received in the designated District office after the exact local time specified above, are "late" and shall be considered only if they are received before the award is made and one (1) or more of the following circumstances apply:

1. The bid or modification was sent by registered or certified mail no later than the fifth (5th) calendar day before the date specified for receipt of bids; or
2. The bid or modification was sent by mail and it is determined by the CO that the late receipt at the location specified in the solicitation was caused by mishandling by the District after receipt.

B. **Postmarks**

The only acceptable evidence to establish the date of a late bid, late modification or late withdrawal sent either by registered or certified mail shall be a U.S. or Canadian Postal Service postmark on the wrapper or on the original receipt from the U.S. or Canadian Postal Service. If neither postmark shows a legible date, the bid, modification or withdrawal shall be deemed to have been mailed late. When the postmark shows the date but not the hour, the time is presumed to be the last minute of the date shown. If no date is shown on the postmark, the bid shall be considered late unless the Bidder can furnish evidence from the postal authorities of timely mailing.

C. **Late Submissions**

A late bid, late request for modification or late request for withdrawal shall not be considered, except as provided in this section.

D. **Late Bids**

A late bid, late modification or late withdrawal of a bid that is not considered shall be held unopened, unless opened for identification, until after award and then retained with unsuccessful bids resulting from this solicitation.

E. **Late Modifications**

A late modification of a successful bid that makes its terms more favorable to the District shall be considered at any time it is received and may be accepted.

**L.9 HAND DELIVERY OR MAILING OF BIDS TO:**

**Office of Contracts  
2025 M Street, NW Suite 600  
Washington, DC 20036**

**Attention: *Jacqueline Harrison, Contract Specialist***

**L.10 SUBMISSION OF SUBCONTRACTING PLAN**

Any prime contractor responding to this solicitation shall submit, within 5 days of the CO's request, a notarized statement detailing its subcontracting plan. This plan shall meet the requirements described under Section M.1.10 of this solicitation. A certified LSDBE prime who plans not to subcontract any portion of the contract work shall still submit such a plan stating so in writing.

A Contractor cannot make any changes to its subcontracting plan without prior written approval by the CO. The approved plan will be incorporated into and become part of the contract.

**L.11 ERRORS IN BIDS**

Bidders are expected to read and fully understand information and requirements in the solicitation; failure to do so will be at the Bidder's risk. In the event of a discrepancy between the unit price and the total price, the unit price will govern.

**L.12 QUESTIONS ABOUT THE SOLICITATION:**

If a prospective Bidder has any questions relative to this solicitation, the prospective Bidder shall submit the questions in writing to the CO. The prospective Bidder shall submit questions no later than ten (10) calendar days prior to the closing date and time indicated for this solicitation. The District will not consider any questions received less than ten (10) calendar days before the date set for submission of bid. The District will furnish responses promptly to all other prospective Bidders. An amendment to the solicitation will be issued, if that information is necessary in submitting bids, or if the lack of it would be prejudicial to any other prospective Bidders. Oral explanations or instructions given before the award of the contract will not be binding.

**L.13 FAILURE TO SUBMIT BIDS:**

Recipients of this solicitation not responding with a bid should not return this solicitation. Instead, they should advise the above location (Attn: Director of Contract), by letter or postcard whether they want to receive future solicitations for similar requirements. It is also requested that such recipients advise the CO, of the reason for not submitting a bid

in response to this solicitation. If a recipient does not submit a bid and does not notify the CO that future solicitations are desired, the recipient's name may be removed from the applicable mailing list.

#### **L.14 BID PROTESTS:**

Any actual or prospective Bidder or Contractor who is aggrieved in connection with the solicitation or award of a contract, must file with the D.C. Contract Appeals Board (Board) a protest no later than 10 business days after the basis of protest is known or should have been known, whichever is earlier. A protest based on alleged improprieties in a solicitation which are apparent prior to bid opening or the time set for receipt of initial bids shall be filed with the Board prior to bid opening or the time set for receipt of initial bids. In procurements in which bids are requested, alleged improprieties which do not exist in the initial solicitation, but which are subsequently incorporated into this solicitation, must be protested no later than the next closing time for receipt of bids following the incorporation. The protest shall be filed in writing, with the Contract Appeals Board, 717 - 14th Street, N.W., Suite 430, Washington, D.C. 20004. The aggrieved person shall also mail a copy of the protest to the CO for the solicitation.

#### **L.15 SIGNING OF BIDS:**

- A. The Contractor shall sign the bid and print or type its name on the bid form in the attached Bid Form Package. Each bid must show a full business address and telephone number of the Bidder and be signed by the person or persons legally authorized to sign contracts. Erasures or other changes must be initialed by the person signing the bid. Bids signed by an agent shall be accompanied by evidence of that agent's authority, unless that evidence has been previously furnished to the CO.
- B. All correspondence concerning the bid or resulting contract will be mailed to the address shown on the bid in the absence of written instructions from the Bidder or Contractor to the contrary. Any bid submitted by a partnership must be signed with the partnership name by a general partner with authority to bind the partnership. Any bid submitted by a corporation must be signed with the name of the corporation followed by the signature and title of the person having authority to sign for the corporation. Bidders shall complete and sign all Representations, Certifications and Acknowledgments as appropriate. Failure to do so may result in a bid rejection.

#### **L.16 ACKNOWLEDGMENT OF AMENDMENTS:**

The Bidder shall acknowledge receipt of any amendment to this solicitation by (a) signing and returning the amendment; (b) by identifying the amendment number and date in the space provided for this purpose in item 20 of page 1 (Solicitation, Offer, Award Form) of the solicitation; or (c) by letter or telegram, including mailgrams. The District must receive the acknowledgment by the date and time specified for receipt of bids. Bidder's failure to acknowledge an amendment may result in rejection of the bid.

**L.17 ACCEPTABLE BID GUARANTEES:**

- A. A bid guarantee in the amount of 5% of the bid price is required with bids over \$100,000.00. If a bidder fails to provide the required bid guarantee, such failure will require rejection of the bid.
- B. Types of guarantees acceptable to the District of Columbia:
  - 1. A bond provided by a surety in accordance with 27 DCMR Chapter 2708.
  - 2. A certified check or irrevocable letter of credit issued by an insured financial institution in the equivalent amount of the security; or
  - 3. United States government securities that are assigned to the District which pledge the full faith and credit of the United States.

**L.18 ACCEPTANCE PERIOD:**

The bidder agrees that its bid remains valid for a period of 90 calendar days from the bid opening date. However, if for administrative reasons, the District is unable to make an award within this time period, the CO will request the Contractor and his/her surety to extend the bid bond for an additional 30 days.

**L.19 LEGAL STATUS OF BIDDER:**

- A. Each bid must provide the following information:
- B. Name, Address, Telephone Number, Federal Tax Identification Number and DUNS Number of Bidder;
- C. District of Columbia license, registration or certification, if required by law to obtain such license, registration or certification. If the bidder is a corporation or partnership and does not provide a copy of its license, registration or certification to transact business in the District of Columbia, the bid shall certify its intent to obtain the necessary license, registration or certification prior to contract award or its exemption from such requirements;
- D. If the Bidder is a partnership or joint venture, names of general partners or joint ventures and copies of any joint venture or teaming agreements; and
- E. The District reserves the right to request additional information regarding the Bidder's organizational status.

**L.20 LOCAL OPERATING FACILITIES:**

The Contractor shall provide and maintain its own operating quarters. Such quarters shall be of sufficient size and capacity and have the necessary facilities to adequately carry out the work to be performed under the contract.

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LOCAL ADDRESS

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LOCAL TELEPHONE NUMBER/FAX

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PAGER NUMBER

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EMERGENCY NUMBER

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EMERGENCY CONTACT PERSON

**L.21 TECHNICAL INFORMATION:**

For technical information concerning this solicitation, please contact:

***Judi Greenberg, Special Assistant***  
***1350 Pennsylvania Avenue, NW Suite 317***  
***Washington, DC 20004***  
***Email Judi.Greenberg@dc.gov***

**L.22 TITLE OF CORRESPONDENCE, HAND DELIVERY OR MAILING OF SOLICITATION:**

All contractual correspondence must be directed to:

***Jonathan R. Butler, Director of Contracts***  
***Office of the Deputy Mayor for Planning & Economic Development***  
***2025 M. St. NW Suite 600***  
***Washington, D.C. 20036***

**L.23 BID DOCUMENTS:**

- A. Persons who obtain bidding materials from anyone other than the District's official source which is located at the Bid Room, Office of Contracting and Procurement 2000 14<sup>th</sup> Street, N.W. - 3<sup>rd</sup> Floor, Washington, DC 20009, are hereby notified that any addenda/amendments issued under this solicitation, and not acknowledged by a bidder could affect the bid amount and/or responsiveness determinations.
- B. The District Government assumes no responsibility for furnishing any addenda/amendments to anyone who obtains bidding materials through other than the official channels.
- C. Amendments/Addenda to bidding documents and bidding material are available from the issuing office.

**L.24 EXAMINATION OF BID DOCUMENTS AND SITE OF WORK:**

Bidders will be held to have:

- A. Checked all measurements and visible features which would in any manner affect the work to be performed.
- B. Verified conditions at the site.

**L.25 PAYMENT AND PERFORMANCE BONDS:**

Article 12 Section C of the Instructions to Bidders of the Standard Contract Provisions for Construction Contracts, 1973, is amended to incorporate the provisions of the District of Columbia Procurement Practices Act of 1985, D.C. Official Code § 2-305.04(b), and 27 DCMR § 2703, which require payment bonds to be in an amount not less than 50% of the amount payable by the terms of the contract and performance bonds to be in an amount not less than 100% of the amount payable by the terms of the contract.

**L.26 STANDARDS OF RESPONSIBILITY**

Pursuant to 27 DCMR, 2200.4 (a) through (h), the prospective Contractor shall submit the following documentation, within ten (10) days of the request by the District, in order to be determined responsible:

- a. Evidence of financial resources adequate to perform the Contract, or ability to obtain them;
- b. Evidence of ability to comply with the required or proposed delivery or performance schedule, taking into consideration all existing commercial and governmental business commitments;
- c. A satisfactory performance record;
- d. A satisfactory record of integrity and business ethics;
- e. The necessary organization, experience, accounting and operational controls and technical skills, or the ability to obtain them;
- f. Compliance with the applicable District licensing and tax laws and regulations;
- g. The necessary production, construction and technical equipment and facilities or the ability to obtain them, and
- i. Other qualifications and eligibility criteria necessary to receive an award under the applicable laws and regulations.

If the prospective Contractor fails to supply the information requested, the CO shall make the determination of responsibility or non-responsibility based upon available information. If the available information is insufficient to make a determination of responsibility, the CO shall determine the prospective Contractor to be non-responsible.



## **PART V**

### **SECTION M - EVALUATION PREFERENCE POINTS**

#### **M.1 Preferences for Local Businesses, Disadvantaged Businesses, Resident-owned Businesses, Small Businesses, Longtime Resident Businesses, or Local Businesses with Principal Offices Located in an Enterprise Zone**

Under the provisions of the “Small, Local, and Disadvantaged Business Enterprise Development and Assistance Act of 2005” (the Act), Title II, Subtitle N, of the “Fiscal Year 2006 Budget Support Act of 2005”, D.C. Law 16-33, effective October 20, 2005, as amended, the District shall apply preferences in evaluating bids from businesses that are small, local, disadvantaged, resident-owned, longtime resident, or local with a principal office located in an enterprise zone of the District of Columbia.

##### **M.1.1 General Preferences**

For evaluation purposes, the allowable preferences under the Act for this procurement are as follows:

- M.1.1.1** Three percent (3%) reduction in the bid price or the addition of three (3) points on a 100-point scale for a small business enterprise (SBE) certified by the Small and Local Business Opportunity Commission (SLBOC) or the Department of Small and Local Business Development (DSLBD), as applicable;
- M.1.1.2** Five percent (5%) reduction in the bid price or the addition of five (5) points on a 100-point scale for a resident-owned business enterprise (ROB) certified by the SLBOC or the DSLBD, as applicable;
- M.1.1.3** Ten percent (10%) reduction in the bid price or the addition of ten (10) points on a 100-point scale for a longtime resident business (LRB) certified by the SLBOC or the DSLBD, as applicable;
- M.1.1.4** Two percent (2%) reduction in the bid price or the addition of two (2) points on a 100-point scale for a local business enterprise (LBE) certified by the SLBOC or the DSLBD, as applicable;
- M.1.1.5** Two percent (2%) reduction in the bid price or the addition of two (2) points on a 100-point scale for a local business enterprise with its principal office located in an enterprise zone (DZE) and certified by the SLBOC or the DSLBD, as applicable; and
- M.1.1.6** Two percent (2%) reduction in the bid price or the addition of two (2) points on a 100-point scale for a disadvantaged business enterprise (DBE) certified by the SLBOC or the DSLBD, as applicable.

**M.1.2 Application of Preferences**

The preferences shall be applicable to prime contractors as follows:

- M.1.2.1** Any prime contractor that is an SBE certified by the SLBOC or the DSLBD, as applicable, will receive a three percent (3%) reduction in the bid price for a bid submitted by the SBE in response to an IFB or the addition of three (3) points on a 100-point scale added to the overall score for proposals submitted by the SBE in response to a Request for Proposals (RFP).
- M.1.2.2** Any prime contractor that is an ROB certified by the SLBOC or the DSLBD, as applicable, will receive a five percent (5%) reduction in the bid price for a bid submitted by the ROB in response to an IFB or the addition of five (5) points on a 100-point scale added to the overall score for proposals submitted by the ROB in response to an RFP.
- M.1.2.3** Any prime contractor that is an LRB certified by the SLBOC or the DSLBD, as applicable, will receive a ten percent (10%) reduction in the bid price for a bid submitted by the LRB in response to an IFB or the addition of ten (10) points on a 100-point scale added to the overall score for proposals submitted by the LRB in response to an RFP.
- M.1.2.4** Any prime contractor that is an LBE certified by the SLBOC or the DSLBD, as applicable, will receive a two percent (2%) reduction in the bid price for a bid submitted by the LBE in response to an IFB or the addition of two (2) points on a 100-point scale added to the overall score for proposals submitted by the LBE in response to an RFP.
- M.1.2.5** Any prime contractor that is a DZE certified by the SLBOC or the DSLBD, as applicable, will receive a two percent (2%) reduction in the bid price for a bid submitted by the DZE in response to an IFB or the addition of two (2) points on a 100-point scale added to the overall score for proposals submitted by the DZE in response to an RFP.
- M.1.2.6** Any prime contractor that is a DBE certified by the SLBOC or the DSLBD, as applicable, will receive a two percent (2%) reduction in the bid price for a bid submitted by the DBE in response to an IFB or the addition of two (2) points on a 100-point scale added to the overall score for proposals submitted by the DBE in response to an RFP.

**M.1.3 Maximum Preference Awarded**

Notwithstanding the availability of the preceding preferences, the maximum total preference to which a certified business enterprise is entitled under the Act for this procurement is twelve percent (12%) for bids submitted in response to an IFB or the equivalent of twelve (12) points on a 100-point scale for proposals submitted in response

to an RFP. There will be no preference awarded for subcontracting by the prime contractor with certified business enterprises.

#### **M.1.4 Preferences for Certified Joint Ventures**

When the SLBOC or the DSLBD, as applicable, certifies a joint venture, the certified joint venture will receive preferences as a prime contractor for categories in which the joint venture and the certified joint venture partner are certified, subject to the maximum preference limitation set forth in the preceding paragraph.

#### **M.1.5 Vendor Submission for Preferences**

- M.1.5.1** Any vendor seeking to receive preferences on this solicitation must submit at the time of, and as part of its bid or proposal, the following documentation, as applicable to the preference being sought:
- M.1.5.1.1** Evidence of the vendor's or joint venture's certification by the SLBOC as an SBE, LBE, DBE, DZE, LRB, or RBO, to include a copy of all relevant letters of certification from the SLBOC; or
- M.1.5.1.2** Evidence of the vendor's or joint venture's provisional certification by the DSLBD as an SBE, LBE, DBE, DZE, LRB, or RBO, to include a copy of the provisional certification from the DSLBD.
- M.1.5.2** Any vendor seeking certification or provisional certification in order to receive preferences under this solicitation should contact the:
- Department of Small and Local Business Development  
ATTN: LSDBE Certification Program  
441 Fourth Street, N.W., Suite 970N  
Washington, DC 20001
- M.1.5.3** All vendors are encouraged to contact the DSLBD at (202) 727-3900 if additional information is required on certification procedures and requirements.

#### **M.1.6 Mandatory Subcontracting Requirement**

- M.1.6.1** 35% of the dollar value of this construction contract, excluding the cost of materials, goods, and supplies, shall be subcontracted to certified SBE's under the provisions of the "Small, Local, and Disadvantaged Business Enterprise Development and Assistance Act of 2005" (the Act), Title II, Subtitle N, of the "Fiscal Year 2006 Budget Support Act of 2005", as amended.
- M.1.6.2** For the purposes of paragraph M.1.6.1, purchases from SBEs that provide materials, goods, and supplies may apply to the 35% requirement.

**M.1.7 LBE, SBE, or DBE Prime Contractor Performance Requirements**

- M.1.7.1** If an LBE, SBE, or DBE is selected as a prime contractor and is granted points or price reduction pursuant to the Act or is selected through a set-aside program under the Act, that LBE, SBE, or DBE prime contractor shall perform at least 35% of the contracting effort, excluding the cost of materials, goods, and supplies, with its own organization and resources and, if it subcontracts, at least 35% of the subcontracted effort, excluding the cost of materials, goods, and supplies, shall be with LBEs, SBEs, or DBEs.
- M.1.7.2** If the total of the contracting effort, excluding the cost of materials, goods, and supplies, proposed to be performed by the LBE, SBE, or DBE is less than the amount required by the preceding paragraph, then the LBE, SBE, or DBE shall not be eligible to receive preference points or a price reduction for a period of not less than two years.

**M.1.8 Prime Contractor Performance Requirements Applicable to Joint Ventures**

- M.1.8.1** If a certified joint venture is selected as a prime contractor and is granted points or price reduction pursuant to the Act or is selected through a set-aside program under the Act, the LBE, SBE, or DBE partner of the joint venture shall perform at least 50% of the contracting effort, excluding the cost of materials, goods, and supplies, with its own organization and resources and, if the joint venture subcontracts, at least 35% of the subcontracted effort, excluding the cost of materials, goods, and supplies, shall be with LBEs, SBEs, or DBEs.
- M.1.8.2** If the total of the contracting effort, excluding the cost of materials, good, and supplies, proposed to be performed by the LBE, SBE, or DBE is less than the amount required by the preceding paragraph, then the LBE, SBE, or DBE shall not be eligible to receive preference points or a price reduction for a period of not less than two years.

**M.1.9 Performance Requirement for Contracts of \$1 Million or Less**

If this is a construction contract of \$1 million or less for which an LBE, SBE, or DBE is selected as prime contractor and is granted points or price reduction pursuant to the Act or is selected through a set-aside program under the Act, the LBE, SBE, or DBE prime contractor shall perform at least 50% of the on-site work with its own work force.

**M.1.10 Subcontracting Plan**

Any prime contractor responding to this solicitation shall submit, within 5 days of the CO's request, a notarized statement detailing its subcontracting plan. Each subcontracting plan shall include the following:

- M.1.10.1** A description of the goods and services to be provided by the SBEs, or if insufficient qualified SBEs, then by SBEs, LBEs, or DBEs;
- M.1.10.2** A statement of the dollar value, by type of business enterprise, of the bid or proposal that pertains to the subcontracts to be performed by the SBEs, or if insufficient qualified SBEs, then by the SBEs, LBEs, or DBEs;
- M.1.10.3** The names and addresses of all proposed subcontractors who are SBEs, or if insufficient qualified SBEs, then who are SBEs, LBEs, or DBEs;
- M.1.10.4** The name of the individual employed by the prime contractor who will administer the subcontracting plan, and a description of the duties of the individual;
- M.1.10.5** A description of the efforts the prime contractor will make to ensure that SBEs, or if insufficient SBEs, then SBEs, LBEs, or DBEs, will have an equitable opportunity to compete for subcontracts;
- M.1.10.6** In all subcontracts that offer further subcontracting opportunities, assurances that the prime contractor will include a statement, approved by the CO, that the subcontractor will adopt a subcontracting plan similar to the subcontracting plan required by the contract;
- M.1.10.7** Assurances that the prime contractor will cooperate in any studies or surveys that may be required by the CO, and submit periodic reports, as requested by the CO, to allow the District to determine the extent of compliance by the prime contractor with the subcontracting plan;
- M.1.10.8** List the type of records the prime contractor will maintain to demonstrate procedures adopted to comply with the requirements set forth in the subcontracting plan, and include assurances that the prime contractor will make such records available for review upon the District's request; and
- M.1.10.9** A description of the prime contractor's recent effort to locate SBEs, or if insufficient SBEs, then SBEs, LBEs, or DBEs and to award subcontracts to them.

#### **M.1.11 Enforcement and Penalties for Willful Breach of Subcontracting Plan**

The willful breach by a contractor of a subcontracting plan for utilization of local, small, or disadvantaged businesses in the performance of a contract, the failure to submit any required subcontracting plan monitoring or compliance report, or the deliberate submission of falsified data may be enforced by the DSLBD through the imposition of penalties, including monetary fines of \$15,000 or 5% of the total amount of the work that the contractor was to subcontract to local, small, or disadvantaged businesses, whichever is greater, for each such breach, failure, or falsified submission.